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The Solicitors' Journal and Reporter.
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Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

IT MAY not be out of place to remind all whom it may concern that the first day on which the Vacation Court sits is Tuesday next, the 20th inst., and that any papers required for the cases in the list for that day should be left with the cause clerk at Room 136 on Saturday, the 17th inst., before two o'clock. The first day of chamber business in the Queen's Bench Division will be Thursday, the 22nd inst.

ON THE last day of the Trinity Sittings only one judge of the Chancery Division was at the Law Courts. Both divisions of the Court of Appeal rose on Friday. As regards Chancery appeals there are twenty-five remanets, and those from the Queen's Bench Division number forty-five. Mr. Justice VAUGHAN WILLIAMS, Sir FRANCIS JEUNE, and Mr. Justice GORELL BARNES were the only other judges who sat on that day.

IT IS UNDERSTOOD that the Solicitor-Generalship has been offered to Sir EDWARD CLARKE, Q.C., and that he declines to accept it under the Treasury minute prohibiting private practice. We believe that his decision has no reference to the pecuniary question involved—the altered terms under which the office would now be held leave little to be complained of in this respect. His objection is one of principle. He considers that it is derogatory to the position of an English law officer of the Crown to become a mere departmental official. Until recent changes the Attorney and Solicitor-General were employed in their capacities of leading members of the bar to advise and represent the Government just as they advised and represented any other client. It is true they had salaries representing a general retaining fee and remuneration, in the nature of a composition, for advice. But in other respects they retained their positions as members of the bar; they were at liberty to advise and appear in any court for any client. The arrangement under which the law officer is to restrict himself to Government business represents a complete departure in principle from the traditions of the past, and a departure in which Sir EDWARD CLARKE (in common, we believe, with the great majority of the profession and the judicial bench) sees no advantage either to the Government or the public.

WE PRINT elsewhere a letter from a correspondent in which inquiry is made as to what constitutes a "commercial case." According to the Rules of the Commercial Court (*ante*, p. 245), "commercial causes include causes arising out of the ordinary transactions of merchants and traders," and as examples are given: causes relating to the construction of mercantile documents, export or import of merchandize, affreightment, insurance,

banking and mercantile agency, and mercantile usages. It is difficult, perhaps, to see how an action on a bill of exchange given as the price of goods can be otherwise than commercial, and the plaintiff suing on such a bill is entitled to all the facilities that the law can give him. But so also is every plaintiff. Indeed, the greater the success of the Commercial Court the more unfair does its existence become towards all suitors who for good or bad reasons are excluded from it. If it is an advantage to give a judge special seisin of all actions in a given list from the commencement of proceedings, and to let him regulate the progress of the case up to trial, and fix a date for trial, exactly the same advantage should be given to the parties in all actions. The only justification for the recent departure is that a particular class of suitors are likely to be lost to the courts unless the law will adapt itself to their requirements. But do not the judges, in practically admitting this, admit also that they are more anxious to convert business men from the errors of arbitration than to consider the interests of litigants as a whole?

Our readers will find elsewhere a letter in which an esteemed correspondent combats the opinion we recently expressed (*ante*, p. 664) that the Mortgagees Legal Costs Act, 1895, does not enable a solicitor-trustee to get the usual costs. We adopted this view with reluctance, and we are not surprised that it has encountered criticism. As we pointed out, the terms of the Act are no doubt wide enough to include the case of an advance by a solicitor-trustee, and the Act clearly gets rid of any disqualification attaching to him by reason of the fact that he is acting for himself as mortgagee, or for himself and his co-trustees as mortgagees. It may be granted that the solicitor will in all cases be entitled, in the first instance, to receive the usual costs from the mortgagor, or out of the mortgaged estate, just as though he were neither mortgagee nor trustee. But does the Act, in getting rid of the disqualification as mortgagee, get rid also of the consequences incident to the office of trustee? The rule is that a trustee is not to make any profit out of his office, and, if he does receive any reward for work done in connection with the trust, he must account for it to the trust estate. Our correspondent has perhaps overlooked one point decided in *Re Corsellis* (35 W. R. 309, 34 Ch. D. 675). Of the various items of profit-costs, there in question, one consisted of costs of preparing leases, which were paid by the lessees, and it was held that the solicitor-trustee was bound to account for these to the trust estate. This was put in the Court of Appeal on the ground that the trustee had in fact employed himself, and the decision seems to cover the case where a solicitor-trustee, on making an advance, receives from the mortgagor his costs as mortgagee. No doubt there is much force in our correspondent's argument that, under the Act, the solicitor-mortgagee is entitled to be remunerated as if the mortgage were made to a stranger who is neither solicitor nor trustee, and it would certainly be a strong measure to deprive the solicitor of remuneration actually taken into his own hands under statutory authority. But still the fact remains that, while the Act divides the solicitor-mortgagee into two characters—solicitor and an imaginary mortgagee—there is no separation of the offices of trustee and solicitor where the solicitor is also a trustee. Although, then, the mortgagor can no longer benefit, yet does the Act absolve the solicitor from the duty of accounting to the trust estate for the profit-costs he receives? As our correspondent points out, a solicitor-mortgagee is as often a trustee of the money he advances as not, and it is unfortunate the point was not expressly dealt with in the Act.

The judgment of the Court of Appeal in *Re England* (*ante*, p. 704) is disappointing. From the form of the decision of Kekewich, J. (43 W. R. 491), it might have been expected that the appeal would have settled the law between the conflicting authorities of *Roddam* v. *Morley* (1 De G. & J. 1) and *Coope* v. *Cresswell* (L. R. 2 Ch. 112). The question is as to the effect of the payment of interest on a specialty debt, which is also charged on land, after the death of the debtor. Does a payment by a person interested in the real estate stop the operation of the Statute of Limitations so as to keep up the debt against the personal estate, and *vice versâ*? Both the cases mentioned above were decided on section 5 of 3 & 4 Will. 4, c. 43; but *Roddam* v. *Morley* went on the principle that payment of interest by any person liable to pay sets free the action on the specialty generally, and not only as against the person paying; *Coope* v. *Cresswell* on the principle that the payment affects only the person paying, and does not stop the running of the statute in favour of others. We have already referred, in noticing the judgment of Kekewich, J., in the present case (*ante*, p. 576), to the preference evinced in recent cases for the principle of *Roddam* v. *Morley*, and, in applying it, it is to be noticed that the payment need not be made by a person liable to pay. The devisee of real estate never is personally liable to pay a charge upon it, but if he does not pay, he is liable to lose the land, and it seems that this is enough to make the payment by him a good payment for the purposes of the statute (*Toft* v. *Stephenson*, 1 De M. & G., p. 40). At the present time, as was decided in *Sutton* v. *Sutton* (31 W. R. 369, 22 Ch. D. 511), sums of money charged on land, and also secured by covenant, are within section 8 of the Real Property Limitation Act, 1874, and the lapse of twelve years without acknowledgment or payment of interest bars the real and the personal remedy alike. But under this section there seems to be exactly the same question as under 3 & 4 Will. 4, c. 42. A good payment to stop the statute can be made by any person interested to have the payment made, but is it effectual only against himself or against all persons liable? Probably it is effectual against all persons liable. In the language of *Roddam* v. *Morley*, it sets free the action generally. But the point remains unsettled. In *Re England* the Court of Appeal gave their decision upon another ground. A debt secured by covenant and charged on land was made the subject of a marriage settlement. The debtor devised the land in fee to the tenant for life under the settlement. Ordinarily under such circumstances the rents of the lands are deemed to be applied in payment of the interest so as to prevent the operation of the statute; but the Court of Appeal appear to have held that a fictitious payment of this kind cannot be relied upon to keep up the charge against the personal estate in a case where the devisee of the land is under no personal liability.

A disposition of property may, it seems, be voluntary, so as, in the case of a person dying before the 1st of August, 1894, to render the property subject to account stamp duty under section 38 (2) (*b*) of the Customs and Inland Revenue Act, 1881, although it is made in pursuance of a contract founded upon valuable consideration. The section provides that property subject to the duty shall include property which the absolute owner voluntarily causes to be vested in himself and any other person jointly, so that, on his death, the beneficial interest shall accrue by survivorship to such other person. In the recent case of *Attorney-General* v. *Ellis* (*ante*, p. 709), a husband and his wife contributed equally out of their several estates towards the purchase of stock, which was placed in their joint names. The purchase was made in pursuance of a verbal agreement that, on the decease of whichever of the two should die first, the stock should belong to the survivor absolutely. The husband died first, and the question then arose whether this was a voluntary disposition within the meaning of the section above referred to. The executors of the husband, against whom the duty was claimed, contended that the disposition was in pursuance of an arrangement founded upon mutual promises—in other words, upon a contract for valuable consideration; but the force of the contention is weakened by the express enactment of section 11 of the Customs and Inland Revenue Act, 1889, that the property specified in the Act of 1881 shall include property purchased by the absolute owner, "either by himself alone or in concert or by an arrangement with any other person." Now, as the property is by hypothesis to go to the survivor, the "arrangement" seems to contemplate just such a transaction as in the present case. Each party contributes to the joint purchase upon the mutual understanding that the survivor is to take the whole. Since, therefore, the Act of 1889 is simply defining what is a voluntary disposition, it seems to follow that a disposition is none the less voluntary because it is made in pursuance of mutual promises. The Divisional Court (Lord Russell, C.J.,

and CHARLES, J.) accordingly took this view, and held the husband's estate to be liable for the duty. It has been already held that what is a voluntary settlement under the Act of 1881 is not to be determined simply by a consideration of what would formerly have been held to be a *bonâ fide* conveyance for good consideration under section 4 of 27 Eliz. c. 4 (*Crossman* v. *The Queen*, 18 Q. B. D., p. 264). Under the Finance Act, 1894, the question cannot arise, since section 38 of the Act of 1881, as amended by section 11 of the Act of 1889, is to be read for the purpose of estate duty as though the word "voluntarily" was omitted (Finance Act, 1894, s. 2 (*c*)).

IT IS STATED that the election of a member of the present Parliament is likely to raise the question of the eligibility of persons in holy orders to sit in the House of Commons. The point was, until the beginning of the present century, a doubtful one, but in 1801, owing to the election of the Rev. J. HORNE TOOKE for the borough of Old Sarum, the House of Commons ordered an inquiry into the matter. The authorities were found to be uncertain, and in consequence the Act 41 Geo. 3, c. 63, was passed. The present law on the subject is to be found in this statute and the Clerical Disabilities Act, 1870 (33 & 34 Vict. c. 91). The first section of the former of these Acts provides that "no person having been ordained to the office of priest or deacon, is or shall be capable of being elected to serve in Parliament as a member of the House of Commons." The second section provides "that if any person having been ordained to the office of priest or deacon, or being a minister of the Church of Scotland, shall hereafter be elected to serve in Parliament as aforesaid, such election and return shall be void"; and that "if any such person shall presume to sit or vote as a member of the House of Commons, he shall forfeit the sum of £500 for every day in which he shall sit or vote in the said House to any person or persons who shall sue for the same." The last section of the same Act provides that proof of celebration of Divine service according to the rites of the Church of England shall be *primâ facie* evidence of ordination. The Clerical Disabilities Act of 1870 provides (section 3) that any person admitted to the office of minister in the Church of England may, after having resigned every benefice held by him, execute a deed of relinquishment in the form given in the second schedule to the Act, and cause the same to be enrolled in the High Court of Chancery and deliver an office copy to the bishop. At the expiration of six months after an office copy has been delivered to the bishop, he shall on application cause it to be recorded in the registry of the diocese, and thenceforth the minister shall, among other things, be discharged and freed from all disabilities to which, if the Act had not been passed, he would by force of any of the enactments mentioned in the first schedule to the Act or of any other law, have been subject as a person who had been admitted to the office of minister in the Church of England. The first schedule mentions the Act 41 Geo. 3, c. 63. It is clear, therefore, that the election of a person who has been ordained a deacon is void, and that he is ineligible to sit or vote in the House, unless he has complied with the formalities prescribed by the Act of 1870. It cannot be said that section 4 of 41 Geo. 3, c. 63, which provides that celebration of Divine service shall be *primâ facie* evidence of ordination, makes such celebration a necessary condition precedent to the avoidance of the ordained person's election to Parliament.

A CORRESPONDENT, whose letter we print in another column, raises the question as to the qualification of county magistrates who sit as such by virtue of their office as chairmen of district councils. We do not think that either the estate qualification or the occupation qualification is necessary. The necessity for the estate qualification is clearly excluded by the provisions of the Local Government Act, 1894, that the chairman, while he must take the ordinary oaths—namely, the oath of allegiance and the judicial oath—need not take the oath respecting the qualification by estate. This can only mean that he need not have the qualification, and since the occupation qualification is simply an alternative to the estate qualification, it follows that he need not have that either. It may also be pointed out that the occupation qualification is an exception from the general rule that a magistrate must have the estate qualification. The statute 38 & 39 Vict. c. 54, provides that, notwithstanding anything in 18 Geo. 2, c. 20, a person having the specified occupation qualification shall be deemed to be qualified to be appointed a justice for the county. When, therefore, section 22 of the Local Government Act, 1894, does away with the necessity for the estate qualification, the question of an occupation qualification becomes immaterial. If the chairman had it, it would not assist him. He is already saved from the disqualifying effect of 18 Geo. 2, c. 20, and that is sufficient.

THE CASE of *Richardson* v. *Richardson*, which was heard in the Court of Appeal (No. II.) on Thursday week, deserves attention as a further extension of the rule that a litigant, suing *in formâ pauperis*, cannot obtain his full costs against his opponent. *Carson* v. *Pickersgill* (14 Q. B. D. 859) decided that, under the rules of 1883, this was the case in the divisions of the High Court to which those rules applied. In *Lindsay* v. *Johnson* (1892, A. C. 110) the House of Lords adopted the same practice. But, until the recent case, there had been no decision upon the point in the Probate and Divorce Division, although we believe that a rule of practice to this effect had been laid down by Sir JAMES HANNEN for the guidance of the registrar upon taxation. Upon appeal to the learned President in *Richardson* v. *Richardson*, he upheld the decision of the registrar (1895, P. 276), and the Court of Appeal have now confirmed his decision.

THE JUDICATURE ACTS, 1873-1894.

IN a paper contributed to the *Law Quarterly Review* for January, 1886, the late Lord BOWEN reviewed the operation of the Judicature Acts, and made various suggestions as to the lines upon which, in his opinion, the further development of the system established by the Act of 1873 ought to proceed. Roughly speaking, Lord BOWEN'S article appeared at a time mid-way between the commencement of the system created by the first Judicature Act, which came into operation in November, 1875, and the present date. Lord BOWEN wrote when the new system had been in practical operation for some ten years. During that period the principal Act had been supplemented by six other Acts, all of great importance. During the ten years which have elapsed since Lord BOWEN'S article appeared we have had a sufficient number of "new" Judicature Acts (not to mention the Officers' Bill of last Session) to shew that the efforts of the Legislature in the direction of the improvement and development of our system of legal procedure have been fairly continuous, though possibly somewhat fragmentary and piece-meal.

The present occasion, therefore, seems not inopportune to review some of the criticisms of the late lamented judge by the light of subsequent events, and to note how far his views as to the practical working of changes which were in contemplation at the time he wrote, and have since been carried into effect, have been borne out by actual experience. In fact it may well be that there is a special appropriateness in considering generally the scheme of the Judicature Acts at the present time. Now, if ever, it might be said, is the occasion for dealing with the existing system boldly, comprehensively, and with some attempt at finality. The creator of the system, the late Lord SELBORNE, has passed away, and, in many respects, a new order of things has arisen. The head of the Queen's Bench Division is as ready to consider suggested changes and improvements which are still in the air, as he is vigorous in carrying out the changes and improvements which have already become accomplished facts. Lastly, our politicians appear to anticipate "a period of calm and peace," which will afford the Legislature an opportunity for dealing with matters which, though entirely outside the sphere of party politics, are of supreme importance to the legal profession, and of very considerable moment to the community generally. Machinery which is always being tinkered and repaired cannot be expected to run smoothly, and annual Judicature Acts and perennial new rules may have the effect of intensifying the evils they are supposed to cure. After

twenty years of practical experience, the time has surely come when the Judicature Acts and the Rules of the Supreme Court may be amended, systematized, and consolidated, and then let alone.

To return to Lord BOWEN. The evil for which the learned judge, writing in 1886, was seeking to find a remedy was the accumulation of arrears. "I believe," he says, "so far, at least, as the Common Law Courts are concerned, that arrears are the result, not of over-pressure of business, but of the transition from the old system to the new, which has as yet resulted in a less complete adjustment of the legal machinery than that which may be reasonably hoped for in the course of time." The "course of time" has, so far, seen three new Judicature Acts and many batches of new rules, resulting, no doubt, in a "more complete adjustment of the legal machinery." Nowadays, we hear very little of the inability of the courts to cope with the pressure of legal business. The complaint now is not over-pressure, but stagnation.

The first question with which Lord BOWEN deals in the article to which we have referred is an enquiry as to the possibility of increasing the number of single judge courts for the trial of *nisi prius* cases by withdrawing judges from courts *in Banc*. When Lord BOWEN wrote it was no unusual thing to see a divisional court constituted of three judges dealing with cases of quite an ordinary character. This involved an obvious waste of judge-power. Nowadays, a divisional court consisting of three judges is very seldom formed, and it is now only so constituted for the purpose of deciding cases of very special difficulty or importance. We shall probably have to wait some time for the realization of Lord BOWEN'S ideal of eight common law judges sitting simultaneously in London trying *nisi prius* cases; but the waste of judge-power in divisional courts no longer operates to prevent this being accomplished. The real difficulty, of course, lies in the present system of circuit arrangements, as to which it may be said that the scheme now in operation, though far from perfect, is the most satisfactory which has hitherto been devised.

Lord BOWEN then passes to consider the suggestion—for at the time he wrote it was merely a suggestion—that motions for new trials should be taken immediately by the Court of Appeal. He wrote: "In theory the plan appears excellent. It would substitute a single appeal for two appeals, and so far diminish the expenses of litigation. But the serious difficulty in the way of such a change arises from the grave doubt whether the Court of Appeal, though relieved of late from the necessity of going circuit, could possibly despatch the additional amount of business thus thrown upon its hands. . . . I have no hesitation in saying that, constituted as it is at present, the Appeal Court is absolutely unable to cope with anything like such an influx of fresh business. . . . If any change is to be made by the Queen's Bench in the organization of its affairs, it must be sought, I fear, in some other direction." Here, as every lawyer knows, Lord BOWEN'S predictions have been completely falsified by the course of events. Since 1890 motions for new trials in cases tried by a jury have gone direct to the Court of Appeal, but the Court of Appeal have been able to keep well abreast of their work. Not only has the Court of Appeal been perfectly able to cope with the extra work in respect of motions for new trials imposed upon them by the Judicature Act of 1890, but the further obligation of hearing appeals in matters of practice and procedure which formerly went to a divisional court, imposed by the Judicature Act, 1894, does not seem to have in any way inconvenienced the lords justices, or to have interfered to any appreciable extent with the ordinary business of the Court of Appeal, and yet Lord BOWEN, writing in 1886, said, "Reasons similar to those I have mentioned with reference to new trials render it practically impossible that appeals from chambers should pass immediately to the Court of Appeal." In connection with the Judicature Act of 1894 it is curious to note that the Act which was mainly intended to restrict the right of appeal has, *per incuriam* or otherwise, created a right of appeal which did not previously exist. Before the passing of this enactment the decision of a divisional court on appeal from a county court was final, unless the divisional court gave leave to appeal to the Court of Appeal, and no appeal lay from the refusal of a divisional court to give such leave (*Kay* v. *Briggs*, 22 Q. B. D. 343). Now, by virtue of section 1, sub-section (5) of the Judicature Act, 1894, the Court of Appeal can give leave to appeal in these cases where the Divisional Court has refused it.

Lord BOWEN did not view with favour the proposal that a judge should sit in open court, instead of at chambers, upon appeals from the master, on the ground that it would "entail a substantial increase in costs of litigation, unless solicitors' clerks, who at present have audience in chambers, were accorded a similar privilege in open court." Nevertheless the Council of Judges who sat in 1892, and published their resolutions in June of that year, approved of the proposed change, with a modification rendered necessary by the difficulty as to the right of audience referred to by Lord BOWEN. The judges recommended that where an appeal from the master to the judge is to be attended by counsel on both sides, it should be heard by a judge in court, and that where an appeal is to be attended on one side by a solicitor or a solicitor's clerk it should be heard by a judge in chambers. This is one of the recommendations of the judges contained in the resolutions of June, 1892, which has not yet been carried into effect. We venture to think that the change would be welcomed by all practitioners in the Queen's Bench Division.

After pointing out than an economy in judge-power might be effected in regard to election petitions, were it not for the fact that "a needless susceptibility of the legislature demands that two judges should, in each case, be told off to perform labours that could, with equal ease and efficiency, be unquestionably performed by one," and protesting vehemently against the idea of laying sacrilegious hands upon the long vacation, Lord BOWEN proceeds to criticize the working of the Chancery Division. We propose to reserve our observations on his criticisms and suggestions with reference to the Chancery Division, as viewed by the light of subsequent events, for some future occasion.

THE REPORT ON COMPANY LAW.

II.

IN our former article we stated the general effect of the report of the Board of Trade Committee, and dwelt in some detail on the attitude adopted towards "one-man" companies. The bulk of the report is naturally concerned with the protection of the two classes of persons who are interested in the prosperity of companies—the shareholders and the creditors. So far as the shareholders are concerned, the report may be described as insisting on the following points:—The company ought to start business with such capital and under such conditions as to have a reasonable chance of success; intending investors should be fully informed as to material facts; the shareholders ought at an early date to obtain real control over the affairs of the company; and the liability of promoters and directors should be clearly defined. In all this there is very little that is new in principle. The suggestions for the official supervision of the formation of companies, and for double registration, the first registration being provisional only, are, as we have already stated, set aside by the committee. Official supervision is impracticable, and double registration, it is observed, would entail additional complication, delay, and expense in the formation of companies, without affording any real protection to the public. The committee are altogether opposed to any interference with the existing facilities for forming companies save where the necessity for such interference is clearly proved. "One of the distinguishing features of the English law," says the report, "is the facility for the formation of a company, and your committee do not doubt that such facility brings to this country enterprises and business for which the required capital might otherwise be sought elsewhere." Hence the recommendations are confined to a strengthening in certain particulars of the existing law. No fundamental changes are proposed.

"There is no more frequent cause of disaster," it is said, "than allotment upon insufficient capital." At the same time it is felt to be impossible to fix a proportion applicable to all companies of the amount of share capital to be subscribed before an allotment may be made. The plan proposed is to require the promoters to fix beforehand the minimum subscription on

which the directors will proceed to allotment, and to state it in the memorandum or articles and also in the prospectus. It will consequently be for the intending shareholder to decide in each particular case whether the specified minimum is in his opinion a proper one. In addition to allotment on insufficient subscription, the typical cause of failure and of loss and disaster to shareholders is said to be the loading of the purchase-money, a device to put money in the pockets of the promoters and their friends, which the report proceeds to describe in detail. This matter also is dealt with by provisions relating to the prospectus. Shareholders are to know all the facts connected with the purchase of the concern in which they are invited to invest their money, and the result of putting down in black and white all the intermediate profits—if only this regulation can be enforced—should be to materially reduce these profits. Promoters will no longer be able to get from investors the sum required by the original vendor, and as much again for themselves. Similarly the necessity for stating the minimum subscription for allotment, while in form it simply submits the matter to the judgment of investors, will really secure the fixing of an adequate amount. Promoters will have to fix such a minimum as will be likely to attract investors.

It appears, then, that the first point insisted on in the report—the securing that the company shall start with a fair amount of success—is closely connected with the second—the necessity of securing to intending investors full information as to material facts. At present the statutory enactment on this head is contained in section 38 of the Companies Act, 1867, relating to the disclosure of contracts. It is proposed to terminate the difficulties to which the construction of this section has given rise, by repealing it altogether, and substituting a clause which shall retain its essential part without its defects. The section, the committee observe, is at once too wide and too narrow. Although it has been held to refer only to material contracts—that is, contracts a knowledge of which would affect the mind of a prudent investor in determining whether he will subscribe for shares (*Sullivan* v. *Metcalfe*, 5 C. P. D. 465); yet in terms the section requires disclosure of the dates of, and names of the parties to, *every* contract entered into by the company, or by the promoters or directors, before the issue of the prospectus. On the other hand, it does not require that the contracts shall be open for inspection by intending investors, nor does it apply to an issue of debentures. Moreover, investors are usually required to waive the provisions of the section, although it has never been determined whether the waiver is effectual.

The principle which the committee desire to establish is the disclosure of every material contract and circumstance in every prospectus inviting public subscription to shares or debentures, and the prohibition of a waiver clause; but to avoid, as far as possible, doubts as to what circumstances are material, the clause of the Bill which is intended to carry this principle into effect (clause 14) sets out in much detail the items which every prospectus is to state. The sub-clauses are thirteen in number, and include provisions for stating the names, addresses, and qualification shares of the directors; the minimum subscription for allotment; the number and amount of shares issued as fully or partly paid up; the names and addresses of the vendors and sub-vendors, and the amount payable to each in cash, shares, or debentures; the amount of preliminary expenses; the amount to be paid to any promoter; the amount intended to be reserved for working capital; and the names and addresses of the auditors (if any). There is also a general sub-clause requiring further the statement of the dates, parties, and short purport or effect of every material contract, and every material fact known to any promoter or director who is a party to the issue of the prospectus, and a time and place for inspection of material contracts; but the requirement is not to apply to contracts entered into in the ordinary course of the business of the company, or to contracts more than five years old at the date of issue of the prospectus. In accordance with the accepted construction of section 38, material facts and contracts are defined to be such as would influence the judgment of a prudent investor. Non-compliance with the requirements of the clause is to give the person aggrieved a right to compensation against any director and promoter who is a party to the issue of the prospectus, unless he can show that the non-compliance arose from a honest mistake of fact, or, as regards any matter not disclosed, that he was not cognisant of it, and could not with reasonable diligence have discovered it. These requirements will make the prospectus a somewhat formidable document, and the committee, the report states, have not concealed from themselves that there is a danger of overloading it, and that too great stringency may lead promoters to resort to other means of obtaining subscriptions to share capital. There seem, however, to be no matters mentioned which the promoters of any *bond fide* scheme need fear to disclose, and the drafting of the prospectus is really facilitated by a specific statement of the form which it is to assume.

The committee attach great importance to their proposals for giving increased efficacy to the first statutory meeting of the company. In this direction, they consider, lies the practical alternative to double registration. Section 39 of the Act of 1867 requires under penalties a general meeting to be held within four months after registration of the memorandum of association, but the Act does not specify what is to be done at the meeting, or require any information to be given to the shareholders at it. Hence the meeting is usually merely formal. The committee propose to alter this state of things by making the meeting a reality, and by utilizing it for enabling the shareholders, if they think fit to do so, to review their position and prospects. Seven days at least before the meeting a full report, certified by at least two directors, and as to certain financial matters by the auditors, is to be forwarded to the shareholders. "In this report the directors will be required to state their views on the position and prospects of the company, and in particular whether they have any reason to question the good faith of the undertaking or the truth of the statements in the prospectus, or (if they cannot so report) to state the conclusions at which they have arrived and the advice they have to offer." This report, it is anticipated, will enable the shareholders effectively to discuss the position and prospects of the company, and, if found necessary, to appoint a committee of investigation and to take steps for the rescission or reformation of the contracts on which the company's undertaking is based. But the Board of Trade Committee are satisfied with thus putting the shareholders in full seisin of the affairs of the company. They do not countenance the proposal that no money shall be paid away in pursuance of a contract with promoters or vendors until after the conclusion of the statutory meeting. This is another instance of their disinclination to place any check upon legitimate business. "Why," it was asked, "should we hamper and embarrass the completion of honest contracts in the majority of cases in order to prevent a problematical wrong in the small minority?"

The report also proposes a declaration of the law as to the duties and liabilities of promoters and directors, and clauses for this purpose are introduced into the draft Bill. It is well established that a promoter stands in a fiduciary relation to the company which he promotes (*Sydney Co.* v. *Bird*, 33 Ch. D. 85; *Erlanger* v. *New Sombrero Co.*, 3 App. Cas. 1218), and this is expressly laid down in clause 9, with the consequential statement that he may not sell to the company his own property or property in which he is interested, or retain any profit or remuneration without full disclosure. So a director is not, in consideration of his becoming a director or otherwise, to accept any remuneration or gift from a promoter or vendor, save in pursuance of a power in the articles of association, and under the express sanction of an extraordinary resolution. It is further laid down in the Bill that every director shall be under an obligation to the company to use reasonable care and prudence in the exercise of his powers, and shall be liable to compensate the company for any damage incurred by reason of neglect to use such care and prudence. The paragraphs of the report dealing with these points reveal the hesitation of the committee as to crystallizing in statute law the general principles which should regulate the dealings of men of business. "Your committee," the report runs, "are fully sensible of the danger incident to partial consolidation of the law, and of the possible loss of elasticity and adaptability involved in any attempt to express principles of law in formal clauses of an Act of Parliament. But they believe that the advantages in this case will outweigh the inconvenience." The incorporation of

those principles, it is further observed, in an Act of Parliament "is more likely to bring home to promoters and directors the obligations they undertake, and to shareholders and others the standard of commercial morality which they have a right to expect in those whom they are invited to trust." But the soundness of this view may be questioned. There is in fact no mystery about the required standard of morality. Directors must be honest, and they must bring to the discharge of their duties reasonable skill and diligence. The application of the standard had probably better be left to the principles which guide the courts, and which can be adapted to changing circumstances, than made dependent on the rigid words of a statute.

REVIEWS.

BOOK RECEIVED.

The Law relating to Auctioneers. By HEBER HART, LL.D. (Lond.), Barrister-at-Law. Stevens & Sons (Limited); Field, Pearson, & Co. (Limited).

CORRESPONDENCE.

THE MORTGAGEES LEGAL COSTS ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I venture to express a doubt whether the view suggested by your correspondents S. & C., and adopted by yourself at p. 664, is sound? The rule that a trustee shall not make a profit out of his trust has been established in the interest of beneficiaries, not of strangers; and in the majority of cases where it applies, it means, not that no profit shall be made in connection with the trust, but that any profit which the trustee makes shall be deemed to belong, not to himself, but to his *cestuis que trust*. As a general rule, a solicitor-trustee advancing trust money on mortgage gets paid his charges by the mortgagor at the time of the advance, and I am not aware of any case where he has been held liable to account to the beneficiaries for his profit-charges, as being a profit made out of the trust. Where the question practically arises is as to business done subsequently to the mortgage: there the rule has hitherto been that the solicitor-mortgagee, being unable to make charges against himself, and being forbidden, if a trustee, or one of several trustees, to make them against his *cestuis que trust*, his or their claim against the mortgaged estate is so much less than it would otherwise have been, and the mortgagor indirectly benefits at the expense of the solicitor. Now it cannot be doubted that the Act, passed for the purpose of removing this injustice, was *designed* to cover both cases; a solicitor-mortgagee being, I should suppose, quite as often a trustee as a lender of his own money; and although the words of the Act may possibly not be the best which could have been chosen, they may be expected to receive the most remedial construction of which they are capable.

Let us, then, see how far they will fit the case. Take, first, section 2. *Any* solicitor-mortgagee (why are we to read in here the qualification "not being a trustee"?) shall be entitled, &c. Now, let A. B. be a solicitor-trustee lending trust-money on mortgage. The Act says he shall be entitled to such remuneration as if the mortgage had been made to person *not a solicitor*. But a person not a solicitor must necessarily be some person other than A. B., who is a solicitor, and who is also the trustee. Therefore the mortgage is, for the purposes of the Act, to be deemed to be made, not to A. B., the trustee, but to some other person, who is in no way interested in the profits of the business.

The same reasoning, if sound, applies equally to section 3. In both cases the solicitor-mortgagee (whether a trustee or not, for the Act draws no distinction between trustees and other mortgagees) seems to be put in the same position as if, so far as the question of costs is concerned, a stranger were substituted for him as mortgagee, and his only relation to the business were that of solicitor. L. W. L.

Walsall, August 13.

[See observations under head of "Current Topics."—ED. *S. J.*]

THE COMMERCIAL COURT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In an action brought by a merchant against a customer to recover the amount of a bill of exchange given for goods sold and delivered, I recently made an application to have the action set down in the commercial list, but was unsuccessful, as the learned judge unhesitatingly informed me that this was not a "commercial case." I shall be much obliged if you or any of your readers can inform me what constitutes a commercial case and what principles govern the judge's decision. It appears at present that no case will be so set down unless there is a very large amount in dispute, but I need hardly say that such a narrowing of the usefulness of this list gives a rude shock to the hopes formed by many of the London merchants when the change was inaugurated with such a loud flourish of trumpets. A SOLICITOR.

London, E.C., Aug 12.

[See "Current Topics."—ED. *S. J.*]

QUALIFICATION OF MAGISTRATES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A question has arisen as to the qualification necessary for those magistrates in counties who sit as such by virtue of their office as chairmen of the district councils.

I have not seen the question discussed, and I venture to think it is of sufficient importance for notice in your columns.

As your readers are aware, the qualification for county justices of the peace is fixed by 18 Geo. 2 c. 20, s. 1, as £100 a year from freehold, copyhold, or long-leasehold estates. This is the *estate* qualification. The *occupation* qualification is fixed by 38 & 39 Vict. c. 54 as being assessed for two years to a house of £100 for inhabited house duty. A justice of the peace acting without the *property* qualification is, under 18 Geo. 2, c. 20, s. 3, liable to a penalty of £100.

The Local Government Act of 1894 (56 & 57 Vict. c. 73) provides, by section 22, that a chairman of a district council is to be a justice of the peace by virtue of his office, and is to take the oaths "other than the oath respecting the qualification by *estate*."

Many of the chairmen of the district councils do not possess either of the above qualifications, but they have acted as justices of the peace. The case can be stated for the informer seeking the penalty that, as neither qualifications are possessed, the penalty is recoverable; but by the justice of the peace that he is not bound to possess both qualifications, and as the recent Act says he need not possess the qualification by *estate*, he is protected.

I should be glad to know what view you think likely to prevail.

Aug. 9. A CONSTANT COUNTRY READER.

[See "Current Topics."—ED. *S. J.*]

CASES OF LAST SITTINGS.

Court of Appeal.

BROWN, SHIPLEY, & CO. (Appellants) *v.* COMMISSIONERS OF INLAND REVENUE (Respondents)—No. 1, 7th August.

REVENUE—STAMP—MARKETABLE SECURITY—PROMISSORY NOTE—STAMP ACT, 1891 (54 & 55 VICT. c. 39), ss. 33; 82, SUB-SECTION 1 (b); 122.

Appeal from the judgment of the Divisional Court on a case stated by the Commissioners of Inland Revenue under section 13 of the Stamp Act, 1891; reported *ante*, p. 560; 1895, 2 Q. B. 240. The instrument in question was in the following form:—"Two Thousand pounds sterling—No. 101, Baltimore, Md., Oct. 18, 1893. For value received we promise to pay, twelve months after date, to the order of ourselves, two thousand pounds sterling (£2,000), payable, with interest at the rate of five per cent. (5 per cent.) per annum, at the office of Messrs. Brown, Shipley, & Co., London, England. This note is one of a series of notes amounting to four hundred and fifty thousand pounds sterling, which is secured by the deposit of first mortgage gold bonds (principal and interest of which are guaranteed by the Baltimore and Ohio Railway Co.), which bonds, or a sufficient amount of the proceeds of them, if sold before the maturity hereof, are to be held in trust under an agreement dated the 7th of October, 1893, made between said railway company and Brown, Shipley, & Co. for the benefit of the holders hereof.—The Baltimore and Ohio Railroad Co.; By Charles F. Mayer, President." Across the face of the instrument a certificate was printed in red ink as follows:—"We hereby certify that this note is one of the series therein mentioned, and is secured by the deposit of the securities described in the agreement therein referred to.—Brown, Shipley, & Co." The instrument and the others of the series were endorsed in America, "The Baltimore and Ohio Railroad Co.; By Charles F. Mayer, President." The instrument and the others of the series were made at Baltimore by the Baltimore and Ohio Railroad Co., and were handed by the appellants in the United Kingdom to persons who lent the company the amounts mentioned therein as and for the security for the moneys so lent, and as documents of title in respect thereof. These instruments had been from time to time dealt in on the London Stock Exchange, but they had never been quoted officially or otherwise. All the instruments were duly paid by the appellants at maturity. The appellants contended that the instrument was only chargeable with stamp duty as a foreign bill of exchange or promissory note. The commissioners were of opinion that it was a "marketable security" within section 82, sub-section 1 (*b*), of the Stamp Act, 1891, and was chargeable under the head "Marketable Security," sub-head 3, in the first schedule, with the duty of £10, being the *ad valorem* duty of 1s. for every £10 of the sum of £2,000. The Divisional Court held that the instrument was chargeable with duty as a promissory note, and reversed the decision of the com-

missioners. The commissioners appealed. By section 82, sub-section 1 (*b*), marketable securities include a marketable security by or on behalf of a foreign company, which, though originally issued out of the United Kingdom, has been, after the 6th of August, 1885, or is offered for subscription and given or delivered to a subscriber in the United Kingdom. By section 122, "the expression 'marketable security' means a security of such a description as to be capable of being sold in any stock market in the United Kingdom."

THE COURT (Lord ESHER, M.R., and KAY and A. L. SMITH, L.JJ.) allowed the appeal.

Lord ESHER, M.R., said that the question was whether there was on the face on this instrument something which brought it within the definition of a marketable security. On its face it contained a promissory note. But it might be a promissory note and something more. The latter part of the instrument clearly contained something more than a mere promissory note. It was contended that the latter part only contained a statement or representation. In his opinion it was a representation that carried a promise. It was a representation made to induce, and which did induce, persons who were about to advance money to believe that they would have the benefit of the security described therein. That was a contract on the face of the instrument that they should have that security. Therefore the instrument was more than a promissory note, as it gave a security. "Was it a "marketable security"? It was an instrument which was treated on the stock market as capable of purchase and sale. Therefore it was a marketable security.

KAY, L.J., concurred. The instrument contained a contract to give the person who bought it a share with the other holders in the security described therein. If the money had been in arrear and unpaid, the holder might have brought an action on behalf of himself and all other holders to have the securities realized, and he could have done that by virtue of the contract on the face of the instrument. That was often the form of a debenture issued in this country. The document, therefore, was more than a promissory note, and came within the definition of a marketable security.

A. L. SMITH, L.J., concurred.—COUNSEL, *Sir Richard Webster*, A.G., and *Danckwerts*; *Finlay*, Q.C., and *A. M. Bremner*. SOLICITORS, *The Solicitor of Inland Revenue*; *Ashurst, Morris, Crisp, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.

RICHARDSON *v.* RICHARDSON AND PLOWMAN—C. A., No. 2, 8th August.

DIVORCE—PRACTICE—SOLICITOR—COSTS—PETITION BY HUSBAND IN FORMA PAUPERIS—DIVORCE ACT, 1857 (20 & 21 VICT. c. 85), s. 51.

Appeal from a decision of the President of the Probate Division. The petitioner, the husband, presented a petition *in formâ pauperis* for a dissolution of his marriage. The suit was undefended, and a decree *nisi* was granted with damages and costs against the co-respondent. On the taxation of costs the registrar disallowed all costs except out of pocket expenses and a sum of six guineas for office expenses. The petitioner applied to the president for an order that the taxation of his costs should be reviewed. The president upheld the decision of the registrar, on the ground that such had been the practice of the Divorce Division since the decision of the Court of Appeal in *Carson* v. *Pickersgill & Sons* (33 W. R. 589, 14 Q. B. D. 859), and refused the application. The petitioner, having obtained leave to appeal, appealed, and urged that the books make no distinction whatever between a pauper claimant and a dives claimant. A co-respondent who had been mulcted in costs should not gain an advantage because he was sued by a pauper, he ought to pay the full costs that any other unsuccessful litigant would have to pay if sued by a dives litigant.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said the case was a new one. The question was whether the president of the Divorce Court was wrong in following the rule in that division which had been universally adopted in all the other divisions and in the House of Lords. It had been carefully considered and laid down in *Carson* v. *Pickersgill (ubi suprà)*. The practice of the old Ecclesiastical Courts could have no application here, because they had no dealings with co-respondents, and therefore no old principle was applicable to this case. The Divorce Act gave a discretion as to costs, and the president, in the exercise of his discretion, came to the conclusion that the rule in *Carson* v. *Pickersgill (ubi suprà)* should prevail. His lordship was not prepared to say that a different rule should prevail. He thought the old chancery rule was wrong, and proceeded on a wrong principle. The object of ordering a party to pay costs was to indemnify his successful opponent. Why should he recover more than he was liable to pay? His lordship could not see why he should make a profit. That was the view which had prevailed lately, and had led to the abolition of the chancery rule and to the introduction of a new rule into all the divisions of the High Court except the Probate Division. He was of opinion that the president was right and that the appeal must be dismissed.

LOPES, L.J., was of the same opinion, and thought it would be a great mistake to have one rule in the Divorce Division and another rule in all the other divisions. Costs were given to indemnify a successful party against the expenses to which he had been put by his unsuccessful opponent. A pauper litigant had incurred no expenses; there was nothing against which he should be indemnified. The practice of the old Ecclesiastical Courts had no application here, because they could not grant a divorce *a vinculo*. So far as any analogy was called in aid, the analogy of the common law courts should be adopted rather than any other.

RIGBY, L.J., was of the same opinion, and said that Sir James Hannen had established a practice which did not seem to be unreasonable; it had been adopted by the other branches of the High Court, and had been accepted by the House of Lords as the better practice. Appeal dismissed.—COUNSEL, *Tobbutt*. SOLICITORS, *Bramall, White, & Sanders*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

***Re* MILLS' TRUST**—No. 2, 13th July.

EQUITABLE CHOSE IN ACTION—ASSIGNMENT TO TRUSTEES—NOTICE OF ASSIGNMENT NOT GIVEN — DISCLAIMER BY TRUSTEES — BANKRUPTCY OF ASSIGNOR—"POSSESSION, ORDER, OR DISPOSITION OF BANKRUPT" — "CONSENT OF TRUE OWNER"—INFANT BENEFICIARIES—INCAPACITY TO CONSENT.

This was an appeal from a decision of Kekewich, J. The facts of the case were as follows:—John Mills by his will, dated the 16th of January, 1836, gave the residue of his personal property to John Isaac Hensley and Charles Hensley upon trusts (*inter alia*), after the death of the survivor of his three sisters, to divide the same equally between all their children. John Mills died on the 28th of July, 1855, and Sarah Wills, the last survivor of the three sisters, died on the 7th of November, 1866, on the happening of which event John Mills Wills (a son of Sarah Wills) became, under the trusts of the will, entitled in possession to one-eighth of the residue of the estate of John Mills. Some years previously—viz., in the month of February, 1861—John Mills Wills made a settlement, whereby he assigned (*inter alia*) his interest under the will of John Mills to Thomas Leeman Henley and John Bickford upon the trusts therein declared in favour of his wife and children. This deed of settlement was not executed by the trustees, who appear to have had no knowledge of its existence until after the bankruptcy of John Mills Wills, and they then disclaimed the trusts. Both the trustees have since died. John Mills Wills was adjudicated a bankrupt on the 3rd of July, 1865, and Henry Martin Wills and Edward Watkins Edwards were appointed creditors' and official assignee respectively. In the month of May, 1868, Charles Hensley (since deceased), the then surviving trustee of the will of John Mills, after giving the creditors' and official assignees respectively notice of his intention so to do, paid the share of the bankrupt settlor, John Mills Wills, of the residuary estate of John Mills into court under the Trustee Relief Act. In the affidavit of Charles Hensley, made at the time the money was paid in, the settlement of February, 1861, was referred to. No steps were taken for payment out of the money until the present appellant (who had been appointed, on the 6th of December, 1894, assignee of the estate and effects in bankruptcy of John Mills Wills) presented a petition for that purpose on the 16th of December, 1894, claiming the fund for the creditors, on the ground that the bankrupt's interest under the trusts of the will of John Mills was, at the date of the bankruptcy, in the possession, order, or disposition of the bankrupt "by the consent and permission of the true owner thereof." At the date of the bankruptcy some of the beneficiaries under the settlement were infants. Kekewich, J., on the 30th of April, 1895, dismissed the petition, holding that the beneficiaries under the settlement were entitled to the fund as against the assignee in bankruptcy, upon the ground that the evidence, in his opinion, proved that the trustees of the will of John Mills knew of the existence of the settlement before they knew that the assignees in bankruptcy claimed any interest in it, and that the case, therefore, came within the decision of *Stuart* v. *Cockerell* (L. R. 8 Eq. 607, 18 W. R. Ch. Dig. 84). The official assignee appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) dismissed the appeal.

LINDLEY, L.J., referred to the facts, and said it was not disputed that the interest under the trusts of the will of John Mills came within the term "goods and chattels" as used in section 125 of the Bankruptcy Act, 1849. What has to be decided is whether the fund was in the bankrupt's possession, order, or disposition "by the consent and permission of the true owner thereof." If the persons appointed by the settlor to be trustees of the settlement of February, 1861, were the "true owners," they clearly never consented to the fund remaining in his "possession, order, or disposition," since they had no knowledge of their appointment until after the settlor became bankrupt. If, as he thought, the correct view was that the trustees were not the "true owners," but that the beneficiaries were, then, inasmuch as some of them were infants, they were incapable of consenting. It appeared to his lordship that on those grounds, without going into the one upon which Kekewich, J., based his decision, the appeal must be dismissed with costs.

LOPES, L.J., in concurring, said that so far as could be gathered from the evidence, the trustees named in the settlement knew nothing about it till after the settlor's bankruptcy and they at once disclaimed. It was therefore clear that they could not be said to be the "true owners." The "true owners" were the *cestuis que trust*, and as some of them were infant, they could not consent to the fund remaining in the order and disposition of the settlor. Section 125 of the Bankruptcy Act, 1849, therefore did not apply.

RIGBY, L.J., concurred.—COUNSEL, *Muir Mackenzie* and *W. Higgins*; *Herbert Reed, Q.C., Dibdin* and *Errington*; and *Methold*. SOLICITORS, *R. Ballard; Pitman & Sons*, for *Jones, Macintosh & Dixon*, Cardiff; *the Official Solicitor*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

LINFOOT *v.* POCKETT—No. 2, 9th August.

BILL OF SALE—CONDITION OR DEFEASANCE—BOOK OF RULES AND REGULATIONS—PAYMENT OF PRINCIPAL AND INTEREST BY INSTALMENTS—FORM—VALIDITY—BILLS OF SALE ACT, 1878 (41 & 42 VICT. c. 31), s. 10 (3)—BILLS OF SALE ACT, 1882 (45 & 46 VICT. c. 43), SCHED.

Appeal from a decision of Kekewich, J. On the 5th of November, 1894, a plaintiff was induced by an advertisement, offering to lend money at

5 per cent and issued by the defendant under the name of Wilberforce, to borrow £100 upon a bill of sale of his furniture. The bill of sale contained an assignment of chattels by way of mortgage to secure payment of £100 and interest thereon at 1s. in the pound per month. The plaintiff agreed to pay "the sum of £6 on the 5th of December, 1894, on account of interest and principal, and a like sum of £6 on account, as aforesaid, on the 5th day of each and every succeeding month thereafter." On the plaintiff paying the first instalment on the 6th of December, he received from the defendant a small book in which to enter receipts for instalments, and which upon the cover contained a "notice" and also certain "rules and regulations which are strictly adhered to." The notice contained (*inter alia*) the following statement: "Borrowers are hereby informed that they render themselves liable to be convicted of felony should they either remove their goods, chattels, or effects, or assign them by way of security to anyone, or should they obtain a loan on the same elsewhere without the consent of Mr. Wilberforce." The rules and regulations also contained provisions affecting the position of the borrower. The plaintiff brought this action to set aside the bill of sale. Two grounds were relied upon before Kekewich, J., first, that the plaintiff had been induced by fraud to execute the bill of sale, and secondly, that the "rules and regulations" and the "notice" constituted a "defeasance or condition" within the meaning of section 10 (3) of the Bills of Sale Act, 1878, and that the bill of sale was consequently invalidated. Kekewich, J., decided against the plaintiff on the first point and in his favour on the second. The defendant appealed, and contended that, inasmuch as the book of rules and regulations was not received till a month after the execution of the bill of sale, it could not be regarded as part of the transaction. The plaintiff, in addition to the objection taken to the bill of sale in the court below, contended that by reason of its providing for the payment of principal and interest together in one instalment it failed to comply with the form in the schedule to the Act of 1882. He submitted that the case of *Re Bargen* (1894, 1 Q. B. 444) was wrongly decided.

THE COURT (LINDLEY, LOPES, and RIGBY, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that upon the first point he saw no reason for differing from the learned judge. With regard to the alleged "defeasance or condition," the book of "rules and regulations" were very oppressive, and the statements in them were preposterous. If they had been a part of the bargain they would have fallen within section 10 (3); but, in his opinion, it was impossible to say that these regulations, which the plaintiff first saw a month after the bill of sale was executed, were a part of the bargain. Therefore that ground also failed. The objection to the document on the ground of its form was a serious one, because in the hands of an unscrupulous person the bill might be made an instrument of gross oppression. But they must construe it like any other business document, and, so construed, it seemed to him that instalments of £6 were to be paid until the last instalment, and then only so much as remainded due for principal and interest. The statutory form itself involved some calculation, and his lordship was not prepared to say that it prohibited the payment of principal and interest together in one instalment. The point had been decided by Vaughan Williams, J., in *Re Bargen*, and he agreed with that decision.—COUNSEL, *Reed*, Q.C., and *A. Powell*; *Bramwell Davis*, Q.C., and *Manby*. SOLICITORS, *W. J. Greig*; *Robert Aylward*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

RUSSELL *v.* **RUSSELL**—No. 2, 7th August.

DIVORCE—CRUELTY—WHAT AMOUNTS TO—HUSBAND CHARGED BY WIFE WITH COMMITTING UNNATURAL OFFENCE—CHARGE PERSISTED IN AFTER VERDICT OF JURY ACQUITTING HUSBAND—JUDICIAL SEPARATION—RESTITUTION OF CONJUGAL RIGHTS—MATRIMONIAL CAUSES ACT, 1884 47 & 48 VICT. c. 68), s. 5.

This was an appeal by the Countess Russell, the petitioner, against an order of Pollock, B., dated the 24th of April. In 1891 the present petitioner brought a suit against the respondent for judicial separation and therein alleged that the respondent had committed sodomy. The jury in that suit found a verdict in favour of the respondent, and the suit was dismissed. The petitioner subsequently in conversation and in letters, and in an interview with the editor of the *Hawk*, repeated the charge against her husband. In the present suit the petitioner sought restitution of conjugal rights. The respondent pleaded that by reason of the charges she had brought against him she was not entitled to restitution, and he counterclaimed for judicial separation on the ground of cruelty on her part, in making and persisting in such charges. At the trial of the suit before Pollock, B., the jury found that the petitioner had been guilty of cruelty, and also that, in her conduct and correspondence since the trial in 1891, she had not acted *bond fide*. Upon these findings Pollock, B., dismissed the petitioner's suit and pronounced a decree of judicial separation in favour of the respondent. The petitioner appealed.

THE COURT (LINDLEY and LOPES, L.JJ., RIGBY, L.J., dissenting) varied the order of Pollock, B., by dismissing the respondents' counterclaim for judicial separation.

LOPES, L.J., in delivering a judgment in which LINDLEY, L.J., concurred, said: This is a most important case, and admittedly one of first impression; it is, therefore, with anxious care that the court approaches its consideration and determination. Two questions arise—(1) Was legal cruelty established? If it was, the respondent is entitled to a judicial separation, and the wife fails in the suit for restitution of conjugal rights. (2) If it was not, is the petitioner, in the circumstances of this case, entitled to a decree for restitution of conjugal rights? [His lordship stated the facts, and continued]:—Is this legal cruelty? This is the question the court has to determine. The learned judge in the court below has not defined legal cruelty, and has left it somewhat at large to the jury. The court, in our judgment, ought to define it—we will not say exhaustively, but, at any rate, sufficiently for the purposes of this case. We define it thus:—There must be danger to life, limb, or health, bodily or mental, or a reasonable apprehension of it, to constitute legal cruelty. We propose to test the definition by some of the more important cases that have been decided on the subject. Section 22 of the Divorce and Matrimonial Causes Act, 1857, says:—"In all suits and proceedings other than proceedings to dissolve any marriage, the court shall proceed on principles and rules which, in the opinion of the court, shall be as nearly as may be conformable to the principles and rules on which the Ecclesiastical Courts have hitherto acted, but subject to the provisions herein contained, and to the rules and orders under the Act." It is material, therefore, to consider what, in the view of the Ecclesiastical Courts, constituted legal cruelty for which a divorce *a mensa et thoro* could be obtained. *Evans* v. *Evans* (1 Hagg. Cons. 35), decided by Lord Stowell in 1790, is the leading case on the subject. As we read that case, no husband could be found guilty of legal cruelty towards his wife, unless he had either inflicted bodily injury upon her, or had so conducted himself towards her mental or bodily health as to raise a reasonable apprehension that he would either inflict actual bodily injury upon her or cause actual injury to her mental or bodily health. In a word, he must so have conducted himself towards her as to render future cohabitation more or less dangerous to her life, or limb, or mental or bodily health. There are some expressions in that most admirable judgment of Lord Stowell to which we would wish to refer. At page 38 the learned judge says:—"What merely wounds the mental feelings is in few cases to be admitted, when they are not accompanied with bodily injury, either actual or menaced. Mere austerity of temper, petulance of manners, rudeness of language, and a want of civil attention and accommodation, even occasional sallies of passion, if they do not threaten bodily harm, do not amount to legally cruelty—they are high moral offences in the marriage state undoubtedly, not innocent, surely in any state of life, but they are not that cruelty against which the law can relieve." At page 39 the learned judge sums up what he had previously said thus:—"These are negative descriptions of cruelty; they show only what is not cruelty, and yet, perhaps, the safest definitions which can be given under the infinite variety of possible cases that may come before the Court. But if it were at all necessary to lay down an affirmative rule, I take it that the rules cited by Dr. Bever from Clarke and the other books of practice are a good general outline of the canon law, the law of this country, upon this subject. In the older cases of this sort which I have had an opportunity of looking into, I have observed that the danger of life, limb, or health is usually inserted as the ground upon which the court has proceeded to a separation. This doctrine has been repeatedly applied by the court in the cases that have been cited. The court has never been driven off this ground. It has been always jealous of the inconvenience of departing from it; and I have heard no one case cited in which the court has granted a divorce without proof given of a reasonable apprehension of bodily hurt. I say an apprehension, because, assuredly, the court is not to wait till the hurt is actually done; but the apprehension must be reasonable." This was the state of the law in 1790, and we venture to say that the doctrine there enunciated as to what constituted legal cruelty has never been materially altered. At that time no amount of want of civility, rudeness, insult, or abuse, however gross, which did not affect life, limb, or mental or bodily health, or where there was not a reasonable apprehension of its so doing, was considered by the ecclesiastical tribunals to amount to legal cruelty, and that though the parties were at the time cohabiting. So far as we can ascertain, the authority of the case of *Evans* v. *Evans* has never been questioned. It would be superfluous to cite the long course of decisions with regard to cruelty which have been decided since *Evans* v. *Evans*. Before the Divorce and Matrimonial Act, 1857, and since the passing of that Act, the same rule with regard to what constitutes legal cruelty has been maintained, and has been followed by Sir Cresswell Cresswell, Lord Penzance, and Sir James Hannen; and Sir Charles Butt, in December, 1891, at the trial of the case of *Russell* v. *Russell*, when the present petitioner sued for a judicial separation on the ground of cruelty, said, in laying down the law to the jury, that cruelty had been very often defined as injury causing danger to life, or limb, or health, or causing reasonable apprehension of danger to life, or limb, or health; and it is, generally speaking, where the continuation of the conduct charged would be likely to produce injury, either bodily or physical, or injury to health without any physical violence, that this court interposes to protect the wife. There is no case in the books where words alone, however violent, however galling, and even if imputing a crime of the most disgraceful kind, have been held *per se* to constitute legal cruelty, and this when the parties were cohabiting as husband and wife. The case of *Bray* v. *Bray* (1 Hagg. Eccl., 163) is a case which, so far as we can discover, has never been cited or followed as an authority, and is contrary to *Gale* v. *Gale*, subsequently referred to. *Bray* v. *Bray* was a decision only with regard to adultery. In *Milner* v. *Milner* (4 Sw. & T., 240) the assault was quite sufficient to show that the husband was unable to control himself, and could not be trusted not to break out into violence towards his wife. In *Popkin* v. *Popkin* (1 Hagg. Eccl. 765n) a husband's attempts to debauch his own female servants, and, in *Durrant* v. *Durrant* (1 Hagg. Eccl. 733), the bringing by him of groundless and malicious charges against his wife's chastity were only held to be acts of legal cruelty to the extent that it was said of them that they would weigh with the court in conjunction with other charges. In *Oliver* v. *Oliver* (1 Hagg. Cons. 361) it is said, "Words of menace importing the actual danger of bodily harm will justify the interposition of the court, as the court ought not to wait until the mischief is actually done. But the most innocent and deserving woman will sue in vain for the interference for words of mere insult, however galling." Again, in *Gale* v. *Gale* (2 Robertson Eccl. Rep., 421) a charge of incest *per se* was held to be insufficient to constitute legal cruelty. Sir John Dodson, in his judgment, said, "Undoubtedly the charge of having committed incest is not *per se* sufficient to

constitute legal cruelty; but coupled with other averments of a substantial character, I think, on the authority of the cases cited, that charge may form a part of the libel." *Birch* v. *Birch* (21 W. R. 463, 42 L. J., P. and M., 23) is worthy of notice. It was the petition of the wife for dissolution of the marriage on the ground of adultery coupled with cruelty, and was decided by Sir James Hannen in 1873. The cruelty relied on was of this nature. The husband frequently beat one of the children with great violence in the wife's presence, swore at and abused her, and refused her delicacies which her state of health required. She did not allege that she had ever been struck by her husband, or that any act of violence had been committed by him towards her. Sir James Hannen says, "I cannot hold consistently with the authorities that legal cruelty is established. I must hold to those views which seems to have been taken by my predecessors, that the cruelty must be of such a character as to endanger the life, the limbs, or the health of the party claiming relief. In saying this it must be such as to endanger the health of the complaining party; it does not follow that it should be such as actually to reach that point so as to cause injury to health. If there be reasonable ground to believe that it will be persevered in so as to cause mischief, then the complaining party may bring it before the court as constituting legal cruelty, for it is not necessary that he or she should wait until the mischief is done. But I cannot come to the conclusion in this case that the wife had any apprehension of personal violence." We proceed to deal with the cases upon which the respondent relies. We select the strongest of them. *Paterson* v. *Paterson* (3 H.L., 308 [1850]) has been mainly relied upon by the respondent. It was a Scotch case, and, although it was said that the general principle of the law as to divorce *a mensa et thoro* was the same in England and Scotland, Lord Brougham, at the end of his judgment says:—"I will not say that the law of Scotland as far as decided cases go may not extend somewhat further than our laws in favour of the remedy." Lord Brougham at p. 337 says:—"Suppose a man were continually charging his wife with every sort of immorality and criminal conduct and there were not a shadow of foundation for those charges, made before her family, her friends, relatives, and servants, and in face of the world, there is little doubt that what now rests only upon opinions would ultimately assume the form of decisions, and that to such injurious treatment, making the marriage state impossible to be endured, and rendering life almost unbearable, the courts of the country would extend the remedy of a divorce *a mensa et thoro*." These, however, were *obiter dicta*, and were not necessary for the decision, and it is to be observed that the House of Lords, the Court of Session having pronounced for a divorce, reversed the interlocutor. Again, at p. 337, Lord Brougham says:—"That the ground of the remedy is confined to personal violence is not the law of England, and certainly not the law of Scotland. The law is nearly, if not altogether, the same in the two countries. It is not true that the law of England either requires actual injury to the person or threat of such injury." We presume that this means that a reasonable apprehension of danger to life, limb, or health, bodily or mental, will suffice without any actual personal injury or the threat of it, because at p. 309 Lord Brougham had said:—"Separation of married persons is not justified by conduct on the part of the husband rendering the wife's life miserable and uncomfortable unless such conduct is accompanied by violence, actual or menaced, to her life, limb, or health, or by cruelty and maltreatment, rendering it impossible for her to live with him." We cannot think this case can be relied upon as a decision making the conduct of the wife in this case sufficient to constitute legal cruelty. Nor do we find in subsequent cases that it has been cited or allowed to prevail as establishing such an extension of the remedy. Then there is the case of *Kelly* v. *Kelly* (18 W. R. 767, L. R. 2 P. & D., 59), which has gone as far as any case had gone in the direction contended for by the respondent. [His lordship referred to the judgments in that case and continued]: That the decree proceeded on the ground of the great danger to the health of Mrs. Kelly is beyond controversy. In the case we are now considering no injury to health or reasonable apprehension of it is alleged, or proved, or even suggested. If the point had been raised the jury ought to have dealt with it, and it should have been left to them. This court cannot now say that there must be injury to the husband's health and act upon any such inference. *Kelly* v. *Kelly* therefore cannot be relied upon by the respondent. We do not know of any other case to which it is necessary to refer. The present case is a case where the cruelty alleged is cruelty by the wife towards the husband. The difference of the sexes makes no essential difference in the principles applicable to the case. [His lordship referred to *Furlonger* v. *Furlonger* (5 Notes of Cases 422), and continued]: Mr. Deane in his very able argument for the respondent ventured on a definition of legal cruelty. He said the test was "whether the spouse complained of had so treated the complaining spouse and so manifested his or her feelings towards her or him as to cause a reasonable apprehension that the duties of married life could not be discharged, but married life must be unbearable if an order was made that married life should be resumed." Mr. Deane admitted that there was no case in the books which had so far extended the doctrine of legal cruelty. We are not prepared in the face of such a consistent body of authority arrayed against it, proceeding from the most eminent judges who have ever adorned the tribunals dealing with the subject, to authorise such a departure. If such an extension of the remedy is to be allowed, it seems to us that it is for the Legislature, or at any rate for the ultimate Court of Appeal, to take this important step in advance. It is said this is an exceptional case, and so it may be; but if it is held that the conduct of the wife here constitutes legal cruelty, it would be difficult logically to say that any spouse who leaves the other spouse and charges him or her, and persists in so doing, with any serious criminal offence —viz., murder or larceny—without any justification for so doing, was not guilty of legal cruelty, for words used without any suggestion of danger to life, limb, or health, and thereby entitled to a divorce *a mensa et thoro*, and, if coupled with the adultery of the husband, to a divorce *a vinculo*.

Adhering to the definition of legal cruelty which for the purposes of this case we have laid down—viz., that there must be danger to life, limb, or health, present or proximate, by which we mean a reasonable apprehension of it, to constitute legal cruelty, we come to the conclusion that there was in this case no evidence of legal cruelty, which ought to have been left to the jury, and that the respondent is not therefore entitled to the decree for a judicial separation which he prays in his answer. We come now to the question of the wife's right to a decree for restitution of conjugal rights. Her case is simply this—viz., that unless her husband is entitled to a decree for divorce or separation, she is entitled as a matter of course to a decree for restitution. She contends that the court has no discretion in the matter and cannot by law refuse her relief in the case supposed, however detestable her conduct may have been and although it is plain that her real object is not to live with her husband, but to procure a separation from him and to compel him to make her an allowance. These are startling propositions, and they require careful examination. It will be convenient first to ascertain the ecclesiastical law on the subject before the passing of the Divorce Act, and then to inquire what modifications in that law were introduced by that Act, or have been made since. By the ecclesiastical law of this country, which was founded on the canon law, marriage has long been considered indissoluble. But judicial separation could be obtained by either party for adultery or cruelty on the part of the other. Unless, however, a judicial separation could be pronounced, the obligation of both husband and wife to live together was invariably recognised and was vigorously enforced. There are numerous cases in the books in which restitution of conjugal rights has been decreed at the instance of sometimes a husband and sometimes a wife whose conduct was unbearable, though falling short of cruelty in the technical sense of the word. [His lordship referred to a number of cases in support of this proposition, and also to the Divorce Act, 1857 (20 and 21 Vict. c. 85), the effect of which he stated to be that the principles and rules acted upon by the old courts in cases of restitution and separation were to be followed, subject to the creation of a new ground for separation, viz.: desertion, by section 16, and a new procedure introduced by section 17. His lordship, having also referred to several cases decided upon the Act, and to the Judicature Acts, continued]: There remains for consideration the Act 47 and 48 Vict., c. 68, which was passed expressly to amend the law as to the restitution of conjugal rights in England. The Act in terms relates only to the consequences of not obeying a decree of restitution when made; it does not in terms refer in any way to the grounds upon which such a decree can be refused. The old process of attachment for enforcing obedience to such a decree when pronounced is abolished (section 2). In lieu of that process the court is empowered, if the respondent refuses to obey the decree, to order a proper provision to be made for the wife if she is the petitioner (section 2), or for the husband if he is petitioner (section 3). In addition, however, to this, it is enacted by section 5 that a respondent who refuses to obey the decree shall be deemed guilty of desertion without reasonable cause, and that a suit for separation may be forthwith instituted, although two years may not have elapsed since failure to comply with the decree. It becomes more important, therefore, to consider what is the effect of section 5 of the Act of 1884. In our judgment it has materially altered the old law as to restitution of conjugal rights and has given the court a power to refuse a decree which it had not before. By section 16 of the Matrimonial Causes Act, 1857, desertion is the first time made a ground for judicial separation and is not governed by the old ecclesiastical law; but it is no ground for a sentence of judicial separation unless the desertion is without cause. If the wife were petitioning for a judicial separation here on the ground of desertion against her husband, her conduct towards him would disable her from contending that the desertion was without cause, and she would fail in the suit. By section 5 of the Act of 1884 disobedience to a decree for restitution of conjugal rights is made equivalent to desertion without cause. If, therefore, the petitioner obtains a decree for restitution of conjugal rights, she will be at once entitled to institute a suit for judicial separation for the statutory desertion created by the Act of 1884, although she could not, under section 16 of the Matrimonial Causes Act, 1857, have obtained such a decree unless it had been desertion without cause. We cannot think that such a result was ever intended, or that the necessity of proving absence of reasonable cause was intended to be taken away. It seems to us that since 1884, and by necessary implication, the court must have power to refuse a decree for restitution wherever the result will be to compel the court to treat one of the spouses as deserting the other without reasonable cause contrary to the real truth of the case. The practical consequence of this view of the Act of 1884 is that neither party obtains relief. Not the wife, because her conduct justifies the husband in saying that he has reasonable cause for refusing to live with her; not the husband, because his wife's conduct, bad as it has been, does not amount to cruelty in the legal sense of that term when speaking of grounds for divorce or separation. This state of things is anomalous, for before 1884 it was well settled that a respondent to a petition for restitution of conjugal rights was entitled to a separation if the petitioner failed to obtain relief. But this was because the only ground for failure was cruelty or adultery by the petitioner. Now there is another ground introduced by necessary implication from the language of the Act of 1884, and analogy to the principles on which the Ecclesiastical Courts acted, at first sight, requires us to hold that, as the petitioner fails in her application, the respondent ought to succeed in his. The language of the Act of 1884 does not, however, warrant the inference that such a consequence as this was intended, and to hold that a respondent to a petition for restitution of conjugal rights is entitled to a judicial separation whenever the petitioner is refused relief would be so seriously to enlarge the grounds for separation that we do not feel justified in going so far. We are satisfied that such is result as that was never intended by Parliament. The court is bound to see that the Act is not used for a purpose for which it was never intended,

and this principle, although it introduces an anomaly, compels us to refuse relief both to the wife and to the husband, even at the risk of being thought somewhat illogical. The petition of the wife for restitution of conjugal rights and the counterclaim of the husband, praying for a judicial separation, must both be dismissed.

RIGBY, L.J.—The alleged cruelty in the case consists of charges of criminal offences of an infamous kind, persisted in after they had been found by the verdict of a jury to be untrue, and, as to the most important of them, brought forward and maintained under such circumstances as to preclude the belief that it was really thought by the wife to be true. No such case has ever before been brought before a court. For myself, I can imagine no case of repeated insult or indignity more atrocious, and the question is whether it constitutes a case of legal cruelty. The judgment of Sir William Scott in *Evans* v. *Evans* is the leading authority on the subject. It has been quoted and relied upon from time to time, and, so far as I know, its accuracy has never been questioned as to any part of it, but it must be taken as a whole, and no one part can safely be left out of consideration. Sir William Scott begins by declining to define cruelty, and stating that it is the duty of the courts to keep the rule extremely strict; that the causes must be grave and weighty, and such as to show an absolute impossibility that the duties of married life can be discharged; that in a state of personal danger no duties can be discharged, "but what falls short of this is with great caution to be admitted." It is important to notice that he does not say that personal danger is absolutely necessary, and that nothing short of it can be admitted, but only that what falls short is to be admitted with great caution. It is clear that he thinks that there may be cases where there is no personal danger, though such cases would be very exceptional. Lower down he says:—"What merely wounds the mental feelings is in few cases to be admitted, where they are not accompanied with bodily injury, either actual or menaced." This involves that, in his opinion, there may be exceptional cases in which, without bodily injury or threat of it, the injury to the mental feelings may be legal cruelty. He does not, of course, attempt to indicate those cases, but I cannot doubt that he would have included a case like the present, since I am unable to imagine a case where the injury to the mental feeling could possibly be greater. Further on he refers to the case of wounding, not the natural feelings, but the acquired feelings arising from particular rank and situation, and states that, though the courts will not absolutely exclude considerations of that sort, where they are stated merely as matter of aggravation, yet they cannot constitute cruelty where it would not otherwise have existed. He made no such statement with reference to the wounding of ordinary mental feelings, and the difference of treatment of the two classes of cases is, in my judgment, significant and important. He then refers to the decided cases, saying:—"In the older cases of this sort, which I have had an opportunity of looking into, I have observed that the danger of life, limb, or health is usually inserted as the ground upon which the court has proceeded to a separation. This doctrine has been repeatedly applied by the court in the cases that have been cited. The court has never been driven off this ground. It has always been jealous of the inconvenience of departing from it, and I have heard no one case cited in which the court has granted a divorce without proof given of a reasonable apprehension of bodily hurt." Now, as a description of the cases actually decided, this may be, and doubtless is, an accurate description. But it is certain that Sir William Scott did not intend to define legal cruelty; he expressly disclaims such an intention. If, indeed, there had been any decided case in which such charges as in the present case or verbal outrages of a similar nature had been considered before his time and treated as not constituting legal cruelty, the words used in this part of the judgment might be considered as a withdrawal of what he had before said. But no such case has been cited, and, indeed, since the time of Sir William Scott there have been, so far as I can find, only two cases in which verbal outrages of a nature at all comparable to those charged and proved in this case have been dealt with. I mean the cases of *Bray* v. *Bray*, decided by Sir John Nicholl in 1828, and *Gale* v. *Gale*, in which verbal charges of incest were made by a husband against a wife. In the first case Sir John Nicholl says:—"It is not, I think, possible to conceive cruelty of a more grievous character (except, perhaps, great personal violence) than the accusation (of incest) made by this husband against his wife." Here it is important to observe that the reference to great personal violence makes it impossible to contend that Sir John Nicholl was not using the word "cruelty" in the sense of legal cruelty. In *Gale* v. *Gale*, which was, like *Bray* v. *Bray*, a case for divorce *a mensa et thoro* brought by a wife against a husband, where a charge of incest with a stepfather was made by the husband, Sir John Dodson, said that "the charge of having committed incest is not *per se* sufficient to constitute legal cruelty," unless coupled with substantial acts of violence. I am altogether unable to reconcile that case with *Bray* v. *Bray*, and, for myself, I consider the earlier case as more in accordance with *Evans* v. *Evans* than the later. Of course, there are numerous cases, including some decided by Sir William Scott himself, in which a general rule appears to have been laid down involving the necessity of violence or injury to health reasonably to be apprehended as a *minimum* for the establishment of legal cruelty, and there cannot be the slightest doubt that, as a general rule, covering the great—it may be the overwhelming—majority of cases this is so. It appears to me that the existence of this general rule, which is pointed out by Sir William Scott as a good general outline of the canon law, as distinguished from a definition, accounts sufficiently for all the decisions and judgments referred to which must be considered with reference to the nature of the cases before the court. Nowhere do I find that a single judge has denied in direct language the possibility of extreme cases arising, as pointed out in *Evans* v. *Evans*. I do not think that it is necessary for me to mention more than two other cases. The first is *Paterson* v. *Paterson*. This was a Scotch case; but although it was said that in some decided cases the Scotch Courts might have gone somewhat further than the English, the courts of both countries apply the same principles of the canon law, and I see no reason to question the statement of Lord Brougham that the law of both countries, so far as it is material for the present purpose, is the same. Lord Brougham's own opinion is plainly shown by his observations (3 H. L. C., at pp. 328-9) to the effect that "if a husband, without any violence or threat of violence to the wife, without any maltreatment endangering life or health, or leading to an apprehension of danger to life or health, were to exercise mere tyranny, to utter constant insults, vituperation, scornful language, charges of gross offences (utterly groundless) . . . . if such a case were to be made out, or even short of such a case—viz., injurious treatment which would make the married state impossible to be endured, rendering life itself almost unbearable, then I think the probability is very high that the Consistory Courts of this country would so far relax the rigour of their negative rule, at present somewhat vague, as to extend the remedy of a divorce *a mensa et thoro* to a case such as I have put." But I wish particularly to call attention to the actual order of the house. The lord ordinary had dismissed the action "in respect the libel is laid upon a series of insults and indignities said to have been offered by the defender to the pursuer, unaccompanied with personal violence, or any menace thereof; and that, without an allegation to that effect, it appears to be settled, on authorities which the lord ordinary is not entitled to question, that a libel at the instance of a wife against a husband, founded on such averments as those now urged, is not relevant." Lord Brougham said, with reference to this:—"That, my lords, is not the law of Scotland; it is not the law of England; it is an inaccurate statement of the law in both countries; though I will not say that the law of Scotland, as far as decided cases go, may not extend somewhat further than our law in favour of the remedy." The words quoted were ordered to be struck out of the finding of the lord ordinary, which was otherwise confirmed. They appear to me to raise the very question whether there may not be a series of insults and indignities, independently of violence or the menace thereof, capable in themselves of amounting to legal cruelty. The other case to which I wish to refer is *Milner* v. *Milner*, decided by Sir C. Cresswell in 1852. There, no doubt, there had been an assault, but not one of an aggravated nature such as to create pain or injury to health. The gravamen of the charge was the indignity to the wife of treating her publicly as a prostitute, and it is this, to my mind, which Sir C. Cresswell characterizes as "gross and abominable cruelty." That gross and abominable insult can only be called "cruelty" when it is accompanied by an assault, not in itself sufficient to constitute legal cruelty, appears to me so revolting a conclusion that I am glad that I do not feel myself constrained by authority to support it. In words taken from the judgment of Sir W. Scott in *Evans* v. *Evans*, I say that the charges established are grave and weighty, and such as to show an absolute impossibility that the duties of married life can be discharged. Disputes would inevitably arise between this ill-assorted pair, and I have no confidence or belief that, under provocation, a wife of the temper of the petitioner for restitution would not repeat, while I feel certain that the husband would be under the constant and reasonable apprehension of the repetition of the infamous charges already made. I see no possibility, under such circumstances, of the duties of married life being fulfilled. It is about as clear as anything future can be that this husband and wife will never live together, even though a decree for restitution were granted. But the only hypothesis on which such a decree can be granted is that they are to do so, and I see no possibility of that taking place with safety to either the one or the other. I go further and say that to force the husband and wife into the intimacy of married life with such charges existing, and not unlikely to be repeated—for I give no weight to withdrawals by counsel at the crisis of a case—would raise a state of personal danger to one or the other of the parties, it matters not which. I think that the jury had good ground for the conclusion at which they arrived, that there was cruelty on the part of the wife, entitling the husband to a judicial separation. COUNSEL: *Murphy*, Q.C., *Barnard* and *Le Bas*; *Sir Henry James*, Q.C., *Robson*, Q.C., *Bargrave Deane* and *Llewellyn Davies*. SOLICITORS: *Valpy, Chaplin, & Peckham*; *Vandercom, Hardy, Oatway, & Doulton*.

[Reported by ARNOLD GLOVER, Barrister-at-Law].

High Court—Chancery Division.

Re **EMANUEL**—Chitty, J., 26th July.

ADMINISTRATION—COSTS—PRACTICE—TAXATION—COMMON ORDER ON APPLICATION OF ONE OUT OF THREE EXECUTORS—MOTION BY THIRD PARTIES TO DISCHARGE—LOCUS STANDI OF THIRD PARTIES.

This was a motion to discharge a common order to tax solicitors' costs obtained on petition in the usual way. The costs were for work in relation to the administration of the estate of the testator, S. M. E., and the order was made on the petition of H. E, one of the executors under the will. The applicants were H. J., another executor, and J. E., one of the residuary legatees. At the date of the order there was a pending summons by J. E. for taxation of the same costs before the chief clerk, who shortly afterwards made an order accordingly. It was now alleged by H. J. and J. E. that the common order was prejudicial to their interests, and ought to be discharged.

CHITTY, J., said that in his opinion the solicitors could at once have objected to the order on the ground that the retainer was by the three executors, but the petition to tax was by one in the absence of the others. The executors were, of course, personally liable for costs, and bound to pay out of their own money, but H. E. was the only person liable to pay on the order objected to. Whether the costs would be allowed out of the

estate was another question altogether. But the solicitors had let the order stand, and, if they liked to enforce it against H. E., could do so. Did the order bind persons who were not parties to it? On elementary principles of justice it would certainly not. It was the first time that persons outside the litigation involved in the order of course had come into court to set it aside. It may, no doubt, have been the intention that the co-executors and residuary legatees should be affected by the order, but the point was that that result was not achieved. The order of course was no bar or objection to the chief clerk's order. J. E.'s position before the chief clerk was that the order of course did not bind him, and he asked a proper order to tax, and the judge in chambers by his order showed that J. E. had pursued the right course. The one executor was no better off than he was without his order of course. These executors, by employing a solicitor, gave no charge on the assets to the solicitor. They were personally responsible, and the solicitor had no lien on, and no right to resort to, the assets. The executors would be indemnified out of the estate for what they had properly done. The motion was hopeless, and must be dismissed with costs.—Counsel, *Whitehorne*, Q.C., and *Butcher*; *Byrne*, Q.C., and *R. T. Parker*. Solicitors, *Emanuel Round, & Nathan*; *Lowe & Co.*

[Reported by J. F. Waley, Barrister-at-Law.]

Re **LORD COLERIDGE'S SETTLEMENT**—Chitty, J., 10th August.

Settlement—Capital Money—Investment—Trustee—Tenant for Life—Settled Land Act, 1882 (45 & 46 Vict. c. 38), ss. 21, 22, 53.

Summons. This was an application by the trustees of the settlement executed by the late Lord Coleridge in 1887 for the purpose of obtaining the decision of the court on the question whether they would be justified in investing certain capital money which had arisen from a sale of a leasehold house, part of the settled property, according to the direction of the present Lord Coleridge, the tenant for life in possession. The sale was effected by him under his statutory power. The settlement expressly referred to the Settled Land Act, 1882, and declared that capital money arising under that Act might be invested in the names of the trustees or under their control in any investments in which trustees were by law authorized, or in other various investments mentioned, including specifically the stocks, funds, debentures, mortgages, or securities of any corporation, company, or public body, municipal, commercial, or otherwise, in the United Kingdom, or India, or any colony or dependency of the United Kingdom. The investments which the tenant for life directed were all within the scope of the settlement power; but they were not such as the trustees would themselves select. The prices of the stock were considerably above par, and the net annual proceeds of the investments as a whole were not much more than £3 per cent. The trustees raised objections to the investments, and also pointed out that, in the event of certain stock being paid off at par, the capital of the trust fund would be diminished.

Chitty, J.—The question turns on sections 21, 22, and 53 of the Settled Land Act, 1882. Section 21 enacts that capital money under the Act shall be invested or otherwise applied wholly in one or partly in one and partly in another or others of the modes after-mentioned, and these modes are specified in the ten following sub-sections. This division into ten sub-sections is merely for the sake of clearness and convenience. Sub-section 1 runs thus:—"In investment on Government securities" (by sub-section 2 this term includes stocks, funds, and shares), "or on other securities on which the trustees of the settlement are by the settlement or by law authorized to invest trust money, or on" other securities mentioned in the sub-section. Section 22 enacts that the investment or other application of capital money by the trustees "shall be made according to the direction of the tenant for life and in default thereof according to the discretion of the trustees." It was argued by counsel for the trustees that the only direction which the tenant for life could give to the trustees was to invest or apply the money according to some one or other of the ten sub-sections in section 21, each sub-section being regarded as a whole; and that, in regard to the various modes of investment or application specified in each sub-section, the choice of the particular investment or application lay with the trustees. There was nothing in the Act to justify this construction; it would cut down the power of the tenant for life in a manner not contemplated by the Legislature and render it almost nugatory. The argument was abandoned, and rightly, by counsel on my pointing out some of the results which ensue from its adoption. The power thus conferred on a tenant for life of directing the mode of investment, and of selecting the particular investment, is, no doubt, extensive. The enactment is in accordance with the general policy of the Act; in cases falling within its provisions the Act transfers, in regard to investment, a function ordinarily exercised by trustees from the trustees to the tenant for life. The only limitations imposed on him are those to be found in the Act itself—notably in the 21st and 53rd sections. By the 53rd section a tenant for life, in exercising any power under the Act, is bound to have regard to the interests of all parties entitled under the settlement, and, in relation to the exercise thereof by him, is deemed to be in the position and to have the duties and liabilities of a trustee for those parties. Supposing that this case had not fallen within the Act, and that the trustees had, in the exercise of their ordinary discretion, selected these securities in good faith, their discretion could not have been questioned; they would have been acting within the scope of the authority conferred on them by the settlement. Similarly the tenant for life, in the exercise of his statutory power, cannot be controlled by the trustees or by the Court, so long as he really and honestly exercises his discretion. This the present tenant for life has done; he has considered the question of the propriety of the investments, and has consulted a broker of good standing in the City of London, who has advised him on the subject. He has offered to produce an affidavit verifying the paper on which the broker's advice is given. This should be done. I hold, then, that the trustees will be safe in complying with the direction given, and that they are bound to comply with it.—Counsel, *Romer*; *Macnaghten*. Solicitors, *C. & S. Harrison & Co.*; *Spencer Whitehead*, for *Blackmore, Shield, & Mackarness*, Alresford.

[Reported by J. F. Waley, Barrister-at-Law.]

MIDDLETON *v.* **BRADLEY**—Stirling, J., 23rd July.

Patent—Action for Infringement—Discontinued—Costs of Particulars of Objections—Sub-section 6, section 29, of Patent Act of 1883—Section 43 of Patent Amendment Act of 1852.

This was an adjourned summons by the defendant in an action for the infringement of certain patents, asking that he might be allowed the costs of certain particulars of objections which had been disallowed by the taxing master on the ground that there was no certificate by the court or a judge that the said particulars were reasonable and proper, in accordance with sub-section 6 of section 29 of the Patent Act of 1883, which is in the following terms:—"On taxation of costs regard shall be had to the particulars delivered by the plaintiff and by the defendant, and they respectively shall not be allowed any costs in respect of any particular delivered by them unless the same is certified by the court or a judge to have been proven or to have been reasonable and proper, without regard to the general costs of the case." The facts of the case were as follows: The plaintiff, by his action, sought for damages for infringement of certain patents, an injunction to restrain any further infringement, and also an injunction to restrain the issue of certain advertisements. The defendant duly delivered his defence, and with it his particulars of objections, and some time later the plaintiff amended his statement of claim by striking out therefrom the clauses dealing with the letters patent and the injunction to restrain the said infringement, leaving only the claim for the injunction to restrain the issue of the advertisements. At a later stage the whole action was discontinued, and an order was made to tax costs so far as they related to the infringement of the letters patent. On taxation the master disallowed the costs of the defendant's particulars of objections as above mentioned. Counsel for the summons contended that sub-section 6 of section 29 did not apply to the present case, but only to a case where the action had been brought to trial. It was obviously unjust that the defendant should be put to the expense of furnishing particulars of objections, and that the plaintiff, by discontinuing the action, should throw that expense on the defendant. Sub-section 6 of section 29 was practically a re-enactment, although not identical in words, of section 43 of the Patent Act of 1852, which was in the following terms: "In taxing the costs in any action in any of Her Majesty's Superior Courts at Westminster or in Dublin commenced after the passing of this Act for infringing Letters Patent, regard shall be had to the particulars delivered in such action, and the plaintiff and defendant respectively shall not be allowed any costs in respect of any particular unless certified by the judge before whom the trial was had to have been proved by such plaintiff or defendant respectively, without regard to the general costs of the cause." In a case of *Greaves* v. *The Eastern Counties Railway Co.* (28 L. J. Q. B. 290, 1 E. & E. 965) identically the same question arose as arose in the present case, and it was held there that where the plaintiff, having given notice of trial, abandoned the action the defendant was entitled to his costs of particulars of objections, and that section 43 of the Patent Act of 1852 applied only to cases where there had been a trial. Lord Campbell, at p. 965 1 E. & E., said, "the defendants here would be clearly entitled, under the Statute of Gloucester, to the costs of preparing these particulars. Is there anything in the Patent Act of 1852 to deprive them of these costs? I think not. Section 43 applies only to cases where there has been a trial, where there has been no trial as in the present case the law stands as it did before." The Act of 1883 had not altered the law on that point, and it was only where an action had gone to trial that a certificate was necessary; where the action was discontinued the defendant was entitled to the costs of the particulars as a matter of course. For the plaintiff it was urged that sub-section 6 of section 29 of the Act of 1883 applied to all proceedings before the court, and that in no case could the costs of particulars be given unless they were certified for by the judge. The taxing-master had no discretion in the matter. The plaintiff relied on *Mandelberg* v. *Morley* (43 W. R. 266) and *Longbottom* v. *Shaw* (43 Ch. D. 46, 37 W. R. 792).

Stirling, J.—This is a question of costs of particulars of objection in a patent action. [His lordship stated the facts and arguments as above set out, and continued:—] The whole subject of particulars is now dealt with by section 29 of the Patent Act of 1883, and according to that it is essential that in order that the costs of particulars may be obtained there must be a certificate from the judge or the court that the particulars are reasonable and proper. It is said here that there has been no chance of obtaining such a certificate because the plaintiff discontinued his action, and that, therefore, the section does not apply. In support of this the case of *Greaves* v. *The Eastern Counties Railway Co.* has been cited, a case which was decided under the Act of 1852. Now by section 43 of that Act the certificate was to be given by the judge before whom the action was tried, and it was held that where the action did not come to trial the defendant was entitled to his costs under the general statute. The ground of the decision was that section 43 only contemplated a case where the action was brought to trial and tried, and the general right to costs conferred by the Statute of Gloucester was not taken away in cases where the action was not brought to trial. At the present time, however, I have to deal with a different Act expressed in different language. Under sub-section 6 of section 29 of the Act of 1883 the certificate must be given "by the court or a judge." Now, it is said that this case has not been brought to

trial or has not been before the court or a judge, and that consequently there have been no materials before me which would justify me in certifying that the particulars are reasonable and proper. I am not quite satisfied about that, for it may be that a motion in the action, or some other interlocutory application, has been made, at the hearing whereof evidence on the point might have been given. The general language of section 29 is clearly not limited to cases where the action has been tried. The certificate is to be given (sub-section 6) "by the court or a judge," and that is the language of the preceding sub-sections. All these refer to interlocutory applications, and therefore, I think, that I ought not to limit the application (sub-section 6) only to cases where the action is actually brought to trial. Consequently I confirm the view taken by the taxing master, and, therefore, I am unable to follow the decision of the Queen's Bench in *Greaves* v. *The Eastern Counties Railway Co.*, for the ground upon which that decision was based has been cut away by the new Act of 1883.—COUNSEL, *W. N. Lawson; A. J. Walter.* SOLICITORS, *Vincent & Vincent*, for *Middleton & Sons*, of Leeds.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Bankruptcy Cases.

Re **STOGDON**, *Ex parte* **LEIGH**—No. 1, 9th August.

BANKRUPTCY — BANKRUPTCY NOTICE — FORM — RESIDENCE AT A CLUB—CREDITOR OUT OF THE JURISDICTION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (c.)—BANKRUPTCY RULES, 1886, r. 136; SCHEDULE, FORM 6.

Appeal from an order of Mr. Registrar Linklater dismissing a bankruptcy petition. The petitioning creditor served upon the debtor a bankruptcy notice requiring the debtor, within seven days, to pay to the petitioning creditor "of White's Club, St. James's, S.W.," the sum of £2,525 6s. 10d., the amount due on a final judgment obtained by him against the debtor. It appeared that the petitioning creditor was absent out of England during the seven days, but he stated in an affidavit that he had given a power of attorney to his solicitor, and that if the debtor had inquired at White's Club he would have found out that he could pay the amount of the judgment debt to the solicitor at the solicitor's address. The registrar held that the bankruptcy notice was bad as not giving a proper address, and dismissed the petition. The petitioning creditor appealed.

THE COURT (Lord ESHER, M.R., KAY and A. L. SMITH, L JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the defect in the bankruptcy notice was in the address, which was not such an address as was contemplated by the Bankruptcy Act and Rules. To give an address at White's Club was to give an address at which none of the requirements of the bankruptcy notice could be complied with. It really amounted to giving no address at all.

KAY, L.J., concurred. It was said that at White's Club the creditor could be heard of. But if the address given was one at which the creditor would not be found but only heard of, so that payment could not be made there, or at which another address would be heard of where payment could be made, that would not be a sufficient address. Moreover, the creditor in this case was not in England during the seven days, and it would be monstrous to make the debtor a bankrupt when payment could not possibly be made at the address given within those seven days.

A. L. SMITH, L.J., concurred.—COUNSEL, *Cooper Willis*, Q.C.; *Herbert Reed*, Q.C., and *Frank Meller*. SOLICITORS, *Mason & Edwards*; *C. E. Soames*.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **FOLLOWS**, *Ex parte* **FOLLOWS**,—Vaughan Williams and Wright JJ.—August 5th.

BANKRUPTCY — BANKRUPTCY NOTICE — JUDGMENT DEBT — EXECUTION—INTERPLEADER SUMMONS—STAY OF EXECUTION—BANKRUPTCY ACT, 1883 (46 AND 47 VICT. c. 52) s. 4, SUB-SECTION 1. (g).

This was an appeal against a receiving order made upon non-compliance with the terms of a bankruptcy notice. Upon March 23 the petitioning creditor obtained judgment against the debtor for £89 10s. 4d. He put in execution on March 27, and the sheriff sold on April 10th for £42 10s. 3d., but did not hand over the net proceeds £29 16s. 9d. to the judgment creditor, because a claim had been made to them by a third person in consequence of which an interpleader issue was directed on April 30th. Upon April 22nd. the petitioning creditor issued and, on April 29th, served upon the debtor a bankruptcy notice calling upon him to pay the whole of the judgment debt £89 10s. 4d. The debtor failed to do so and a receiving order was made against him on May 27th. From this he appealed upon the grounds:—1. That the interpleader issued acted as a stay of execution and therefore the bankruptcy notice could not be rightly issued under s. 4 sub-section 1 (*g*) of the Bankruptcy Act, 1883. "A debtor commits an Act of Bankruptcy. . . . If a creditor has obtained a final judgment against him for any amount and execution thereon not having been stayed has served on him a bankruptcy notice, &c. . . . 2. That the bankruptcy notice was for a wrong amount, the creditor had already obtained £29 16s. 9d. at least by the execution, and could not therefore issue a bankruptcy notice calling upon the debtor to pay the whole of the judgment debt.

VAUGHAN WILLIAMS, J., allowed the appeal, holding that a creditor who had put in execution could not issue a bankruptcy notice until the sheriff had made his return, because until then he could not know how much of his debt remained unpaid, and it was the plain intention of the statute that a bankruptcy notice should not demand more than the creditor was entitled to enforce payment of. The creditor had no right to simultaneously put in execution and issue a bankruptcy notice for the whole debt.

WRIGHT, J., concurred. Leave to appeal was granted.—COUNSEL, *Hansell, Muir Mackenzie*. SOLICITORS, *Ralph Raphael; T. White*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **PURRETT** *Ex-Parte* **PURRETT**—Vaughan Williams and Wright, JJ., 5th and 6th Aug.

BANKRUPTCY—PRACTICE—HEARING OF PETITION—ATTENDANCE OF PETITIONING CREDITOR—RIGHT OF DEBTOR TO CROSS-EXAMINE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52) s. 7—BANKRUPTCY RULES, 1886, RR. 162 AND 164.

This was an appeal from a receiving order made by the Registrar of the County Court at Luton. The debtor was a tenant of Madame de Falbe, who obtained a judgment against him for over £300, whereon she issued a bankruptcy notice, and upon the debtor's failure to comply therewith, served him with the petition upon which the receiving order had been made. At the hearing, the counsel for the debtor desired to cross-examine Madame De Falbe who was within the precincts of the Courts, but the Registrar refused to order her to attend, upon the grounds that her debt being on a judgment, and verified by her affidavit, her presence was not necessary until some evidence was given to displace the judgment. The debtor appealed from this ruling.

VAUGHAN WILLIAMS, J., allowed the appeal. His Lordship said that it was most important in bankruptcy to adhere strictly to the rules of practice. The rule applicable to this case was rule 164: "The personal attendance of the petitioning creditor and the witnesses to prove the debt and act of bankruptcy or other material statements upon the hearing of the petition may, if the Court shall think fit, be dispensed with." That rule carried out the old practice of the Courts which had always required the presence of the petitioning creditor so that the Court might have an opportunity of questioning him. The registrar had power under the rule to dispense with the presence of the petitioning creditor, and in the present case he might rightly have done so on the ground that the cross-examination would have served no useful purpose. He had, however, gone upon the ground that rule 164 had no application in the case of a judgment debt, and in that conclusion he was wrong and the case must go back to him to be re-heard. It must not be thought that, in the case of a petition upon a judgment debt, the debtor's right of cross-examination was lost until he gave evidence to displace the judgment.

WRIGHT, J., was not prepared to dissent upon the facts of the case, having regard to the practice of requiring the petitioning creditors' attendance but was of opinion that it did not appear from rule 164 that the petitioning creditor was required to be present, or that he could be cross-examined unless he was present and gave evidence.

COUNSEL, *G. M. Cohen; Reed* Q.C., and *Shearman*. SOLICITORS, *J. L. Calcott, Rowcliffes & Rawle*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

9 August.—ALBERT LOMAS (Manchester).

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

We conclude our extracts from the report of the Council:—

Law of Inheritance Bill.—The council considered the Law of Inheritance Bill, introduced by the Lord Chancellor, with the object of enacting that, on the death of an owner of real property intestate, his real estate should be vested in all the persons who are his next of kin without the intervention of any administrator or other trustee, and prepared a report stating that the result of this would be that where, as generally is the case, there are more than one next of kin, there would be no one person who would be capable of making a title to the property which would be split up into as many undivided shares as there were next of kin, and the owners of the whole of these undivided shares would have to concur not only in any sale, letting, or other dealing with the property, but also, if the property should happen to be in the occupation of a tenant, in giving receipts for the rent, and that serious inconvenience would arise if one of the next of kin were an infant or abroad, in which case the tenant would not be able to get a good discharge for his rent until the absent owner was found and communicated with, or the infant came of age, or a guardian for him was appointed by the court; that experience showed that as a rule it was generally small owners of real property who died intestate, and that if the Bill became law, and many small properties had to be dealt with under it, the whole value of them would in most cases be absorbed in the cost of administration. This report was communicated to the Lord Chancellor. The Bill was rejected on the second reading in the House of Lords.

Supreme Court (Officers) Bill.—Last session the Council considered the Supreme Court (Officers) Bill then before Parliament, and made a representation to the Lord Chancellor on the subject. His lordship's attention was called to the clause which provides that he, as Lord Chancellor, should be at liberty to make orders to regulate (among other things) the qualifi-

cation of the officers of the Supreme Court, and suggested the desirability of inserting, after the word "qualification," the words "except where any such qualification is prescribed by statute." The Council pointed out that there are numerous appointments in the courts which can only be held by barristers and solicitors of a certain number of years' standing, these restrictions being imposed by statute, and the council thought it would not be right that these statutory requirements should be capable of being repealed otherwise than by statute. This Bill has since been withdrawn.

Evidence in Criminal Cases Bill.—The Council considered this Bill, which has been introduced by the Lord Chancellor to enable accused persons to give evidence in their own cases, and following the course adopted on previous occasions they prepared a petition in its favour, which was presented to the House of Lords. The Council stated that in their opinion the existing law, which excludes the evidence of accused persons, produces substantial hardship and injustice, and that the proposed alteration would be of great benefit to innocent persons who may be charged with offences, and would produce no hardship or injustice to those who are guilty.

Judgments and Executions Draft Bill and Land Registry Charges Draft Bill.—The Lord Chancellor invited suggestions from the Council on the Draft of a Bill entitled the Judgments and Executions Bill which he proposed to introduce into Parliament. The first-mentioned Bill would reproduce the statute law relating to judgments and executions and proposed to repeal any enactment under which a judgment operates as a charge on lands, and to make some simplifications in the machinery for registration. In the memorandum and notes on clauses which accompanied the Draft Bill, certain amendments of the law were mentioned, and it appeared to be an open question whether consolidation should wait an amendment or *vice versâ*. The Council strongly recommended that amendment should precede consolidation, and this view seemed to be shared by the Lord Chancellor, as in the draft of another Bill, entitled the "Land Registry Charges Bill," which the Lord Chancellor subsequently sent to the Council for consideration, it was proposed to repeal "so much of any enactment as makes a judgment, whether obtained on behalf of the Crown or otherwise, operate as a charge on land, or on any interest in land, or on the unpaid purchase-money for land." By this Bill it also proposed to repeal the law keeping alive certain judgments and Crown debts dated before 1865. The Council communicated to the Lord Chancellor their approval of this Bill. On the draft Judgments and Executions Bill they have sent a report to the Lord Chancellor, in which they pointed out that while the effect of the Bill, if passed into law, would be to repeal the existing statutes, the Bill would reproduce the statute of 13 Ed. I. with the addition that under an *elegit* a judgment creditor might seize any land of which the debtor is seized *at the time of entering the judgment*, and they expressed their opinion that the time had arrived when purchasers for value ought to be relieved from the risk of having property, which they had honestly bought or paid for, seized by a creditor of the vendor who had obtained a judgment against him before the date of sale. They suggested that the Bill would be more useful if it consolidated the whole of the law on the subject—that is, the law contained in the decisions of the courts as well as in the statutes; that writs of *elegit* should be abolished, as all the practical results of the writ can be secured by the cheaper and more expeditious process of a summons in the action in which the judgment was recovered, on which summons the creditor can ask the court for a sale or receiver; that the owner of land ought to be enabled to make a title to land subject only to such incumbrances as appear on the title, and that the cumbrous machinery of registration and search might be abolished; that a judgment creditor should, if he seeks to avail himself of his debtor's land, proceed in the action for a receiver for sale, and, if necessary, by injunction to restrain any dealing with the land, and that he should have no other right; and they recommended that a positive enactment should be passed that a purchaser for value of land should not be affected (notwithstanding registration) by (*a*) Any judgment, execution, writ of execution, or equitable execution by way of receivership order, unless possession had been taken before the purchaser completes his purchase; (*b*) Any Crown debt or *lis pendens*. The Council also renewed a suggestion made in 1888, that receiving orders in Bankruptcy ought to be registered or to be void as against purchasers, and they called attention to other points of detail.

Perjury Bill.—The council, at the request of the Lord Chancellor, considered the draft of this Bill, which is intended to consolidate the statutes relating to this subject, but they made no observations on it, except a suggestion that, as the old Acts to be consolidated referred to the offence of "subornation of perjury," it was desirable to enact that the new term used in the Bill of "procuring the commission of perjury" should have the same legal effect as the term "subornation of perjury" had in the old Acts.

Administration of Estates (Consolidation) Bill.—At the request of the Lord Chancellor the council considered this Bill, which is another of the series of Bills brought in to consolidate different branches of the law. The memorandum states that it does not propose to deal with enactments relating to the Inland Revenue or to judicial procedure, but deals with the residue of the enactments relating to the administration of estates which at present are spread over Acts, the list of which occupies seven pages of the index of the statutes. The Bill deals with the law as to the real estate of deceased persons only where it comes into contact with the law of their personal estate or their legal personal representatives. It does not profess to make any alteration in the existing law, except on some small matters of procedure referred to in the memorandum. The council submitted several suggestions on matters of detail for consideration of the Lord Chancellor, and the Bill amended in some points in accordance with these suggestions has now been brought into the House of Lords.

The Solicitors Act, 1888.—The following report of the committee appointed under the Act is appended to the Council's report:—In compliance with the resolution passed by the Council on the 11th of January, 1889, the committee present the following report of their proceedings from the 12th of August, 1893 (up to which date their fifth report was made), to the 11th of August, 1894, when the committee rose for the Vacation. In July, 1894, Mr. Richard Mills resigned his seat on the council, and consequently became disqualified as a member of the committee. His withdrawal is a very great loss. Not only was he most punctual and careful in the fulfilment of his duties when on the rota for attendance, but he was always ready to undertake special work to assist the committee, or meet the convenience of a colleague. The Master of the Rolls has appointed Mr. Henry Manisty to fill the vacancy caused by the resignation of Mr. Mills. Between the 12th of August, 1893, and the 11th of August, 1894, the committee has held 103 meetings, of which 54 were for general business and 49 were for hearing cases. During the past year 131 new applications have been made to the committee, of which nine were applications by solicitors to have their names removed from the roll at their own request, with a view to their being called to the bar or for other reasons. In each of these nine cases the committee reported in favour of the application, which was then granted by the Master of the Rolls. Of the remaining 122 applications 73 disclosed no case for inquiry; 13 were withdrawn by leave of the committee; three were for various causes struck out of the list; four stand adjourned *sine die*; 22 were heard, and seven are awaiting hearing. At the date of the last report 15 cases were awaiting hearing by the committee. Of these, five were withdrawn by leave of the committee, six were heard and reported on (bringing up the number of cases heard during the year to 23), three were adjourned generally, and in one case the solicitor died before the hearing. In seven of the 28 applications which were heard the solicitor was exonerated. In the remaining 21 the committee found that the charges were wholly or partly proved, and upon the reports being brought before the court nine solicitors were struck off the roll, three solicitors were suspended from practising, and one was ordered to pay the costs of the hearing before the committee and the court. Eight cases have been set down for hearing by the court, but have not been reached. In two cases the solicitors appealed from the orders made by the Divisional Court, but in both cases the orders were confirmed, and the appellants ordered to pay the costs. At the date of the last annual report 14 cases had been set down for hearing by the court, but had not been reached. These have since been dealt with as follows:—In four cases affecting three solicitors, the solicitors were struck off the roll; in six cases affecting five solicitors, the solicitors were suspended from practising; one case stands over generally, the solicitor being insane; in another case the solicitor died before the matter was dealt with by the court, and two were referred back to the committee. Further reports were made on those two cases, with the result that one solicitor was struck off the roll and one was exonerated. In exercise of the discretion entrusted to the committee, they have in 19 cases allowed to complainants £1,391 8s. 2d. in full discharge of costs, which, as sent in, amounted to £1,491 6s. 4d. All cases which were ready for hearing before the Vacation were heard by the committee, and their reports have been filed in all cases heard, so that the new year begins without arrears.

On behalf of the Committee, BENJ. G. LAKE, Chairman.

Law Society's Hall, October 5th, 1894.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 14th inst., Mr. Henry C. Beddoe, J.P. (Hereford), in the chair, the other directors present being Messrs. W. Berish Brook, Grantham R. Dodd, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), F. Halsey Janson, John H. Kays, F. Rowley Parker, Richard Pennington, J.P., Sidney Smith, F. T. Woolbert, and J. T. Scott, secretary.

A sum of £525 was distributed in grants of relief, five new members admitted to the association, and other general business transacted.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 9th day of August, 1895.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby transfer the action mentioned in the schedule hereto to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice KEKEWICH (1895—C—No. 1,293).

Between Joseph Richard Cobb (plt) and Nelson's Battleship Foudroyant, ld, and Edward Powys Cobb (dfts). HALSBURY, C.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. HOWELL EDMUND JACKSON, Associate Justice of the United States Supreme Court. In 1886 he was appointed by President Cleveland United States District Judge for Western Tennessee, and in 1893 he was appointed an Associate Justice of the United States Supreme Court. He had been in failing health for a long time, and his absence caused the rehearing of the celebrated income-tax case.

APPOINTMENTS.

Mr. FRED. W. MILLER, solicitor of Liverpool, has been appointed a Commissioner for taking the Acknowledgments of Deeds by Married Women. Mr. Miller is a commissioner for oaths. He is also a commissioner for taking acknowledgments of deeds and affidavits for the State of New York, U.S.A.

Mr. F. H. MELLOR, barrister, has been appointed Revising Barrister for one of the divisions of Lancashire.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

THOMAS GILL TYLER and ALFRED EDWARD HOBSON, solicitors (Tyler & Hobson), Birmingham. Aug. 7. [*Gazette*, Aug. 9.

WILLIAM BOYLE and CHARLES HENRY RUTHERFORD, solicitors (Boyle & Rutherford), Liverpool. July 31. [*Gazette*, Aug. 13.

GENERAL.

The *Times* says: It has been decided that the consideration of all local and personal Bills hung up prior to the dissolution shall be further deferred until next year. This is in accordance with the precedent of 1892. The authorizing resolution, which must be submitted to both Houses, will declare that the Standing Order of the 2nd of July for the suspension of private Bills be held applicable to the next session of Parliament. It is desirable that certain of the Provisional Order Bills now before Parliament should become law with as little delay as may be, and the suggestion is, therefore, that such of these as are unopposed shall be allowed to proceed forthwith.

The fourteenth session of the Institute of International Law has been held at Cambridge. Among the subjects discussed were the question of revising the Berne Convention—a subject of considerable interest at the present moment, inasmuch as the union for the protection of copyright is about to hold a meeting for this purpose. The question of the penal sanction which should be given to the Geneva Convention for the improvement of the lot of wounded soldiers in time of war, was also considered. It was resolved that a belligerent State which holds itself aggrieved by a violation of the Convention of Geneva is entitled to demand, by application through a neutral Power, the institution of an inquiry. The belligerent State against which the inquiry has been demanded is bound to institute this inquiry, to punish those who shall have been found guilty, and to communicate the result of the inquiry to the other belligerent through the same neutral Power." Other subjects considered by committees were contraband of war and nationality.

The following notice has been issued respecting the business in the Probate and Divorce Registries during the Long Vacation:—The registrars of the Probate and Divorce Registries of her Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony during the Long Vacation until Thursday, the 24th of October, except under special circumstances to be stated in a written application addressed to them. Last Wednesday and every succeeding Wednesday until the 23rd of October inclusive, one of the registrars will sit at the principal Probate Registry, Somerset House, to hear summonses at 11.30. Last Wednesday and on the 28th inst., September 11 and 25, and October 9 and 23, one of the registrars will sit at the principal Probate Registry, Somerset House, to hear motions at 12.30. All papers for motions are to be left at the Contentious Department, Somerset House, before two o'clock on the preceding Saturday. The offices of the Probate and Divorce Registries will be opened at ten o'clock and closed at four, except on Saturdays, when they will be closed at two o'clock. The Department for Literary Inquiry will be entirely closed until September 23.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DYFFRYN SPELTER Co, LIMITED—Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to William Rees and Gwilym Rees, Trallwn rd, Llansamlet, Glamorganshire. Slater, Swansea, solors for liquidators

SONDHEIM & Co, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Edwin Arthur Whittemore, 3, Stamford grove West, Upper Clapton, N.E.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

DAWSON HILL MANUFACTURING Co, LIMITED—Petn for winding up, presented Aug 8, directed to be heard at the Chancery Office, 9, Cook st, Liverpool, on Tuesday, Aug 20. Innes, Norfolk st, Manchester, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 19

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

TRUMAN, LIMITED—Petn for winding up, presented Aug 2, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Thursday, Aug 22, at 11. Bennetts, Truro, agent for Thomas, Helston, solor for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 21

FRIENDLY SOCIETIES DISSOLVED.

FIRST BILSTON MODEL BUILDING SOCIETY, Stafford. Aug 1

GLYN CONWAY FRIENDLY SOCIETY, Glyn Conway, Carnarvon. July 27

HINDLEY INDUSTRIAL SHEPHERDS FRIENDLY SOCIETY, Star Inn, Chapel green, Hindley, Lancs. Aug 3

MOUNT BRIDGE, BOSTON, AND SKIRBECK LAND SOCIETY, LIMITED, 40, Market pl, Boston, Lincs. July 27

NORTH BRITONS FRIENDLY SOCIETY, White Bull Inn, Church st, Blackburn, Lancs. July 27

London Gazette—TUESDAY, Aug. 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUSTRALIA, LIMITED—Creditors are requested, on or before Aug 31, to send their names, addresses, and particulars of their debts or claims, to Mr Edward Fewings, Finsbury House, Blomfield st. Davidson & Morries, 40 and 42, Queen Victoria st, solors for liquidator

BYWATER, TANQUERAY, & PHAYRE, LIMITED—By an order made by Vaughan Williams, J., dated July 31, it was ordered that the voluntary winding up of the above be continued. Storey & Cowland, 22, Theobald's rd, Gray's inn, solors for petners

IMPERIAL BRITISH EAST AFRICA Co, LIMITED—Creditors are required, on or before Oct 30, to send their names and addresses, and the particulars of their debts or claims, to the Company, 2, Pall Mall East. Harwood & Stephenson, solors to company

PNEUMATIC TYPEWRITER, LIMITED—Creditors are requested, on or before Sept 17, to send their names and addresses, and the particulars of their debts or claims, to Perry F. Nursey, 2, Trafalgar bldgs, Northumberland avenue. Ward & Co, Gracechurch st, solors to liquidator

SIR JAMES FARMER & SONS, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Tongue, 86, King st, Manchester. Crofton & Co, Manchester, solors to liquidator

FRIENDLY SOCIETY DISSOLVED.

FRIENDLY SICK SOCIETY, Primitive Methodist Chapel, George st, Dudley, Worcester. Aug 3

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 2.

COLLINS, JOSEPH DORE, Regent st, Tailor Sept 6 Kuetgens v Collins, Chitty, J Ward, Fenchurch st

London Gazette.—TUESDAY, Aug. 6.

PIGOTT, ANNA, Reigate, Surrey Sept 24 Schofield v Bell, Kekewich, J Hawes, Great Winchester st

London Gazette.—FRIDAY, Aug. 9.

COOPER, EDMUND, Wallington, Surrey, Gent Sept 16 Alpe v Robson, Stirling, J Brighten & Lemon, Fenchurch st

LISLE, JOSEPH JAMES, Winchester, Solicitor's Clerk Oct 1 Cheeseman v Naldrett, Hawkins, Chief Clerk Budd, 2, Chancery lane, W.C.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, August 6.

BARRACLOUGH, JOHN, Brighouse, York, Cotton Broker Aug 10 Jubb & Co, Halifax

BLAKE, HENRIETTA, Herts Sept 2 Paice & Cross, Furnival inn

CHARNLEY, JOHN, Lancaster, Farmer Sept 14 W & R Ascroft, Preston

DAVIS, MARIA, Blackheath Sept 2 Maggs, Hampstead

DAWSON, SAMUEL HURRION, Great Yarmouth Gent Aug 1 Tolver Walters, Great Yarmouth

ENDICOTT, HENRY BRIDGES, Shanghai, China Sept 18 Harwood & Stephenson, Lombard st

GELL, HARRIET, Bristol Sept 17 Gwynn & Masters, Bristol

GOULD, JOHN, Gravesend Sept 7 Carr & Martin, Gt Tower st

HALE, ESTHER, Tworton on Avon Sept 23 Little & Lyle, Bath

HOLLAND, CONSTANCE EMILY, Shaldon South Devon Sept 20 E F & H Landon, New Broad st

HORTON, ELIZABETH, Carmarthenshire Sept 3 Hopgoods & Dowson, Whitehall pl

HOWLETT, Capt FREDERICK, Bayswater Sept 2 Knight, South sq, Gray's inn

HUGHES, ELIAS JONES, Tygwyn Mochdre, Denbigh, Farmer Sept 1 Jones & Co, Conway

HUTCHINSON, ROBERT, Ledsham, York, Gardener Sept 21 Claude Leatham & Co, Wakefield

JAMES, WILLIAM CHRISTOPHER, Lucknow, India, Major Sept 12 Stibbard & Co, Leadenhall st

JONES, JOHN, Rhuddlan, Flint, Farmer Oct 1 Bromley, Rhyl

JONES, MARY, Rhuddlan, Flint Oct 1 Bromley, Rhyl

LAW, MARY JANE, Barnstaple, Devon Sept 20 Law & Co, Barnstaple

MATHER, JOHN LAURANCE, Grafton st, Refreshment Contractor Sept 6 Smith & Son, Gresham House

NOBLE, JOSEPH, Brighouse, Yorks, Gent Aug 21 Furnies, Brighouse

POTTS, CHARLES FREDERICK, Liverpool, Grocer Aug 25 J G & T Marshall, Sunderland

RODGERS, AMOS, York, Innkeeper Sept 10 Smith & Son, Sheffield

SAQUI, SARAH, Southport Sept 2 Colyer & Colyer, Wych st, Strand

WILDE, FREDERICK WILLIAM CLARKE, Sale, Chester, Gent Sept 14 Marson, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 9.

RECEIVING ORDERS.

ABRAM, JENNY ALICE, Kingston upon Hull, Dressmaker Kingston upon Hull Pet Aug 6 Ord Aug 7

ALEXANDER, GEORGE ALBERT, Churton st, Pimlico, Music Dealer High Court Pet Aug 1 Ord Aug 1

ATKINSON, GEORGE, Silecroft, Cumbrid, Beerhouse Keeper Whitehaven Pet Aug 6 Ord Aug 6

AUSTIN, JAMES, Barking rd, Essex, Timber Merchant High Court Pet July 4 Ord Aug 5

BEDFORD, CHARLES HAROLD, Halifax, Jeweller Halifax Pet Aug 6 Ord Aug 6

BOSENCE, JOSEPH, Camborne, Cornwall, Jeweller Truro Pet Aug 7 Ord Aug 7

BOURKE, JAMES, Preston, Lancs, Clerk High Court Pet July 31 Ord July 31

CARSON, JOHN, Burslem, Staffs, Joiner Burslem Pet Aug 6 Ord Aug 6

COTTON, CHARLES, Harrow rd, Pawnbroker High Court July 17 Ord Aug 5

COUSINS, WILLIAM WHITEHEAD, St Martin's ct High Court Pet June 29 Ord Aug 5

CROWTHER, RAMSDEN, Brighouse, Yorks, Butcher Halifax Pet Aug 6 Ord Aug 6

DAWSON, GEORGE, Blyth, Northumberland, Tobacconist Newcastle on Tyne Pet Aug 6 Ord Aug 6

DENHAM, JESSE DUNSTERVILLE, Leicester, Commercial Traveller Leicester Pet Aug 3 Ord Aug 3

EVANS, DAVID, Ystradgynlais, Brecs, Collier Neath Pet Aug 7 Ord Aug 7

FELLOWS, JAMES WILLIAM, Hemel Hempstead, Fishmonger St Albans Pet Aug 3 Ord Aug 3

FLETCHER, JOHN, Netherton, Grocer Dudley Pet Aug 6 Ord Aug 6

FOSTER, ANNIE, Stoke upon Trent, Milliner Stoke upon Trent Pet July 25 Ord Aug 7

FRANKLIN, CORNELIUS, Leeds, Boot Manufacturer Leeds Pet Aug 3 Ord Aug 3

GOLDSBROUGH, ABRAHAM, Bradford, Herbalist Bradford Pet Aug 3 Ord Aug 3

GOOD, GEORGE, Harleston, Accountant Ipswich Pet Aug 6 Ord Aug 6

HAINES, JOHN, Cardiff, Builder Cardiff Pet Aug 3 Ord Aug 3

HARTHUP, THOMAS, the younger, Ewhurst, Sussex, Butcher Hastings Pet Aug 3 Ord Aug 3

HASKETT, THOMAS BRIDEL, Halesowen, Perambulator Manufacturer Stourbridge Pet July 29 Ord July 29

HATCHARD, HENRY MELVILLE, Leigh, Essex, Clerk Chelmsford Pet Aug 3 Ord Aug 3

HETHERINGTON, MOFFAT, Carlisle, Butcher Carlisle Pet Aug 3 Ord Aug 3

HOPKINSON, JOHN FEARTHING, Hotel Metropole, Northumberland avenue, Officer High Court Pet July 10 Ord Aug 2

HUGHES, DANIEL, Bootle, Lancs, Timber Merchant Liverpool Pet July 31 Ord Aug 7

JAMES, SIDNEY, Bristol, Commercial Traveller Bristol Pet July 26 Ord Aug 7

JONES, JOHN, Abergele, Denbigh, Licensed Victualler Bangor Pet Aug 3 Ord Aug 3

LANE, WILLIAM, Blackburn, Clothier Blackburn Pet July 16 Ord Aug 2

LECKENBY, JOHN, Eaglescliffe, Durham, Traveller Stockton on Tees Pet Aug 6 Ord Aug 6

MAYES, JESSE, Sandy, Beds, Beerhouse Keeper Bedford Pet Aug 3 Ord Aug 3

MEATS, WILLIAM, Eastbourne, Contractor Eastbourne Pet July 16 Ord Aug 2

MEITER, C W, & Co, Gracechurch st High Court Pet June 20 Ord July 31

MERCER, SMITH, Bradford, Plumber Bradford Pet Aug 1 Ord Aug 1

MEREDITH, WILLIAM METCALFE, West Hartlepool, Ironfounder Sunderland Pet July 23 Ord Aug 3

MILLS, CHARLES EDWARD, Battersea, Gas Engineer High Court Pet Aug 2 Ord Aug 2

MORRIS, HERBERT, Islington, Licensed Victualler High Court Pet March 8 Ord July 3

MOULD, CHARLES, Ashton under Lyne, Chemist's Assistant Ashton under Lyne Pet Aug 7 Ord Aug 7

NEAL, BIRCHAM HARRY, Wells, Baker Norwich Pet Aug 6 Ord Aug 6

NEW, THOMAS, Barry Dock, Glam, Clothier Cardiff Pet Aug 2 Ord Aug 2

ORAM, FREDERICK HENRY PAUL PETTITT, Tottenham High Court Pet July 31 Ord July 31

ORCHARD, FREDERICK JAMES, Bristol, Butcher Bristol Pet Aug 3 Ord Aug 3

PICKHAVER, RICHARD, Kingston upon Hull, Fruit Merchant Kingston upon Hull Pet Aug 7 Ord Aug 7

RAWLINGS, CHARLES ARTHUR, Bishopsgate st High Court Pet July 2 Ord July 31

RICHARDS, TIMOTHY, Aberavon, Glam, Grocer Neath Pet Aug 7 Ord Aug 7

ROBERTS, GEORGE KENDALL, New Brighton, Cheshire, no Licensed Victualler Birkenhead Pet Aug 7 Ord Aug 7

ROBERTS, LIONEL WORSLEY, Upper Bedford place, Gent High Court Pet July 12 Ord Aug 1

SMITH, JOHN INGRAM, New Wortley, Leeds, Hotel Keeper Leeds Pet Aug 2 Ord Aug 2

SUMAN, JOSEF, Finchley rd, Leather Merchant High Court Pet Aug 6 Ord Aug 6

THIRLWALL, ROBERT FAULDEN, Botchergate, Carlisle, Fishmonger Carlisle Pet Aug 3 Ord Aug 3

TICK, WILLIAM, Westminster, Gas Engineer High Court Pet June 20 Ord Aug 1

WALKEY, JOHN WILLIAM, Teignmouth, Cabinet Maker Exeter Pet Aug 2 Ord Aug 2

WILLIAMS, JOHN, Llanidloes, Montgomeryshire, Clerk Newtown Pet Aug 7 Ord Aug 7

WOODVINE, GEORGE, Warwickshire, Hairdresser Coventry Pet Aug 6 Ord Aug 6

The following amended notice is substituted for that published in the London Gazette of July 19:—

COGGAN, RICHMOND, Oldham, Lancs, Clothier Ashton under Lyne Pet July 9 Ord July 9

FIRST MEETINGS.

ALEXANDER, GEORGE ALBERT, Pimlico, Music Dealer Aug 22 at 11 Bankruptcy bldgs, Carey st

ANDERSON, JOHN MICHAEL, Brentwood, Essex, Grocer Aug 16 at 3 Off Rec, 95, Temple chambers, Temple avenue, E C

ASTON, ROBERT, Northallerton, York, Innkeeper Aug 19 at 11.30 Court house, Northallerton

BAKER, EDWIN THOMAS, Nottingham, Yarn Agent Aug 16 at 12 Off Rec, St Peter's Church walk, Nottingham

BOURKE, JAMES, Preston, Lancs, Clerk Aug 22 at 12 Bankruptcy bldgs, Carey st

BRITTON, JOHN, Stockton on Tees, Printer Aug 28 at 3 Off Rec, 8, Albert rd, Middlesborough

BURTON, G W, Brooke, Norfolk, Farmer Aug 16 at 4 Off Rec, 8, King st, Norwich

CHAMP, STEPHEN, Milton next Sittingbourne, Town Carter Aug 19 at 11.30 Off Rec, 149, High st, Rochester

CLARKE, WALTER ALDRIDGE, Windsor, Tailor Aug 16 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

COOK, THOMAS, Heigham, Bricklayer Aug 16 at 3.30 Off Rec, 8, King st, Norwich

COSENS, THOMAS MURRELL, Chichester, Farmer Aug 16 at 3 Dolphin Hotel, Chichester

COTTON, CHARLES, Harrow rd, Pawnbroker Aug 21 at 11 Bankruptcy bldgs, Carey St

DALE, JOSEPH, Brentford, Lighterman Aug 16 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

DENHAM, JESSE DUNSTERVILLE, Leicester, Commercial Traveller Aug 16 at 12.30 Off Rec, 1, Berridge st, Leicester

DIX, WILLIAM, Norwich, Boot Manufacturer Aug 16 at 3 Off Rec, 8, King st, Norwich

DONNITHORNE, EDWARD GEORGE MOORE, Twickenham Aug 17 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

ELMES, THOMAS, Wainfleet All Saints, Lincs, Builder Aug 21 at 12.30 Off Rec, 48, High st, Boston

FROST, GEORGE, Youlgreave, Derby, Wheelwright Aug 17 at 12 Rutland Arms Hotel, Bakewell

GAMLEN, FRANCES JEAN, Portsea, Clothier Aug 16 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

GOOD, GEORGE, Harleston, Accountant Aug 16 at 11 36, Princes st, Ipswich

HETHERINGTON, MOFFAT, Carlisle, Butcher Aug 20 at 2.30 Off Rec, 29, Lowther st, Carlisle

HODGSON, THOMAS H, Higher Tranmere, Ches, Superintendent Aug 16 at 3 Off Rec, 35, Victoria st, Liverpool

HOLMES, MATTHEW ELWES, Thurlby, nr Bourne, Lincs, Machine Proprietor Sept 6 at 2 Law Courts, New rd, Peterborough

LOCKWOOD, TOM, Wakefield, Grocer Aug 16 at 10.15 Off Rec, Bond terrace, Wakefield

MEITER, C W, & Co, Gracechurch st Aug 16 at 12 Bankruptcy bldgs, Carey st

MERCER, SMITH, Bradford Plumber Aug 19 at 11 Off Rec, 31, Manor row, Bradford

MILLS, CHARLES EDWARD, Battersea, Gas Engineer Aug 19 at 2.30 Bankruptcy bldgs, Carey st

MORRIS, GEORGE HARRY, Speldhurst, Kent, Miller Aug 16 at 3 Spencer & Hother, 4, Dudley rd, Tunbridge Wells

ORAM, FREDERICK HENRY PAUL PETTITT, St Paul's rd, Tottenham, Clerk Aug 16 at 2.30 Bankruptcy bldgs, Carey st

OWEN, EDWARD, Harrow rd, Ponrypridd, Builder Aug 16 at 12 Off Rec, Merthyr Tydfil

PAXTON, ALFRED REED, Stockton on Tees, Cycle Agent Aug 28 at 3 Off Rec, 8, Albert rd, Middlesborough

RAWLINGS, CHARLES ARTHUR, Bishopsgate st Aug 21 at 2.30 Bankruptcy bldgs, Carey st

ROLFE, JOHN, Aston Clinton, Bucks, Carpenter Aug 16 at 12 Off Rec, 1, St Aldate's, Oxford

SALISBURY, THOMAS FREDERICK TRUMBLE, Manchester Stationer Aug 16 at 3 Ogden's chmbrs, Bridge st, Manchester

STOTT, GEORGE HENRY, Pontefract, Yorks, Pleasure Ground Proprietor Aug 16 at 11 Off Rec, 6, Bond ter, Wakefield

THIRLWALL, ROBERT FAULDEN, Botchergate, Carlisle, Fishmonger Aug 20 at 2 Off Rec, 29, Lowther st, Carlisle

WARD, ALFRED, Widnes, Lancs, Cycle Dealer Aug 20 at 3 Off Rec, 35, Victoria st, Liverpool

WATSON, GEORGE, Thorpe St Peter, Lincolnshire, Cottager Aug 21 at 12 Off Rec, 48, High st, Boston

ADJUDICATIONS.

ABRAHAMS, JACOB, Cannon st, Furniture Dealer High Court Pet June 14 Ord Aug 3

ABRAM, JENNY ALICE, Kingston upon Hull, Dressmaker Kingston upon Hull Pet Aug 6 Ord Aug 7

ALEXANDER, GEORGE ALBERT, Pimlico, Music Dealer High Court Pet Aug 1 Ord Aug 5

ATKINSON, GEORGE, Silecroft, Cumbrid, Beerhouse Keeper Whitehaven Pet Aug 6 Ord Aug 6

BIRD, THOMAS COLERICK, Moseley, Worcs, Grocer Worcester Pet July 16 Ord Aug 1

BOSENCE, JOSEPH, Camborne, Cornwall, Jeweller Truro Pet Aug 6 Ord Aug 7

BOURKE, JAMES, Preston, Lancs, Clerk High Court Pet July 31 Ord July 31

BOWHILL, JAMES HENRY, Tunbridge Wells Brentford Pet July 17 Ord Aug 3

BROOKS, JOSHUA, Leeds Leeds Pet June 13 Ord July 29

CARSON, JOHN, Burslem, Staffs, Joiner Burslem Pet Aug 6 Ord Aug 6

CASE, SAMUEL, Brixton, Hotel Valuer High Court Pet July 27 Ord Aug 6

COHEN, GEORGE MANCHESTER, Temple, Barrister at Law High Court Pet April 19 Ord Aug 1

CORBETT, SARAH, Halifax, Chemist Halifax Pet July 31 Ord July 31

DAWE, JOSEPH, Eastcheap, Auctioneer High Court Pet July 16 Ord July 31

DAWSON, GEORGE, Blyth, Northumberland, Tobacconist Newcastle on Tyne Pet Aug 6 Ord Aug 6

DENHAM, JESSE DUNSTERVILLE, Leicester, Commercial Traveller Leicester Pet July 20 Ord Aug 3

DOWELL, WALTER, Birmingham, Machinist Birmingham Pet July 24 Ord July 31

EVANS, DAVID, Ystradgynlais, Brecs, Collier Neath Pet Aug 7 Ord Aug 7

FLETCHER, JOHN, Netherton, Grocer Dudley Pet Aug 6 Ord Aug 6

FLORANCE, ALFRED WILLIAM, Kensington Park, Gent High Court Pet May 28 Ord July 31

FOWLER, HENRY, Chiswick, Decorator Brentford Pet July 13 Ord Aug 3

FRANKLIN, CORNELIUS, Leeds, Boot Manufacturer Leeds Pet Aug 3 Ord Aug 3

GOLDSBROUGH, ABRAHAM, Bradford, Herbalist Bradford Pet Aug 3 Ord Aug 3

GOOD, GEORGE, Harleston, Accountant Ipswich Pet Aug 6 Ord Aug 6

HARTHUP, THOMAS (jun), Ewhurst, Essex, Butcher Ipswich Pet Aug 3 Ord Aug 3

HATCHARD, HENRY MELVILLE, Leigh, Essex, Clerk Chelmsford Pet Aug 3 Ord Aug 3

HAY, SAMUEL ROBERT, Chepstow, Mon, Seed Merchant Newport, Mon Pet July 23 Ord July 31

HETHERINGTON, MOFFAT, Carlisle, Butcher Carlisle Pet Aug 3 Ord Aug 3

HOLT, JAMES WILLIAM STOTHERT, Formby, Lancs, Solicitor Liverpool Pet July 18 Ord Aug 3

HYDE, JOHN, Idol lane, Gt Tower st, Merchant High Court Pet May 23 Ord Aug 5

JEWELL, RACHEL, Kensington gdns sq High Court Pet Jan 29 Ord Aug 2

JONES, JOHN, Abergele, Denbigh, Licensed Victualler Bangor Pet Aug 3 Ord Aug 3

LECKENBY, JOHN, Eaglescliff, Durham, Traveller Stockton-on-Tees Pet Aug 6 Ord Aug 6

LIDINGTON, SARAH JANE LESLIE, Bristol, Grocer Bristol Pet July 25 Ord Aug 7

LLOYD, AUGUSTUS LOCKWOOD DENHAM, Adelaide st, Charing Cross, Company Promoter High Court Pet May 21 Ord July 31

MANSFIELD, HAROLD AUGUSTUS, Surbiton, Surrey, late Engineer High Court Pet Jan 17 Ord Aug 5

MAYES, JESSE, Sandy, Bedfordshire, Beerhouse Keeper Bedford Pet Aug 3 Ord Aug 3

MERCER, SMITH, Bradford, Plumber Bradford Pet Aug 1 Ord Aug 1

MILLS, CHARLES EDWARD, Kassala rd, Battersea, Gas Engineer High Court Pet Aug 2 Ord Aug 2

MOULD, CHARLES, Ashton under Lyne, Chemist's Assistant Ashton under Lyne Pet Aug 7 Ord Aug 7

NEAL, BIRCHAM HARRY, Wells, Norfolk, Baker Norwich Pet Aug 6 Ord Aug 7

NEW, THOMAS, Barry Dock, Glam, Clothier Cardiff Pet Aug 2 Ord Aug 2

NOAD, CHARLES AUGUSTUS, Chancery lane, Law Stationer High Court Pet June 13 Ord Aug 6

ORCHARD, FREDERICK JAMES, Southville, Bristol, Butcher Bristol Pet Aug 3 Ord Aug 3

PICKHAVER, RICHARD, Kingston upon Hull, Fruit Merchant Kingston upon Hull Pet Aug 7 Ord Aug 7

POPHAM, HENRY DOWNES, Hyde Park High Court Pet April 26 Ord Aug 2

POULTER, RICHARD, Denholme, Yorks, Farmer Bradford Pet July 29 Ord July 30

SMITH, EDWARD, Essex, Paving Contractor High Court Pet June 10 Ord July 31

SMITH, JOHN, Nottingham, Oil Agent Nottingham Pet Aug 1 Ord Aug 1

SMITH, JOHN INGRAM, New Wortley, Hotel Keeper Leeds Pet Aug 2 Ord Aug 2

THIRLWALL, ROBERT FAULDEN, Botchergate, Carlisle, Fishmonger Carlisle Pet Aug 3 Ord Aug 3

THORPE, FREDERICK GEORGE, Birmingham Birmingham Pet July 25 Ord July 29

TILSLEY, JAMES, Berriew, Mont, Chemist Newtown Pet July 29 Ord Aug 1

TOMLINSON, FRANK S, Tower Hill, Tea Merchant High Court Pet May 11 Ord Aug 1

WALKEY, JOHN WILLIAM, Teignmouth, Cabinet Maker Exeter Pet Aug 2 Ord Aug 2

WARD, ALFRED, Widnes, Lancs, Cycle Dealer Liverpool Pet Aug 2 Ord Aug 7

WEEKS, FRANK, Southampton, Bookseller Southampton Pet July 4 Ord Aug 3

WILSON, EDWIN, and JOSHUA HARGRAVES, Bradford, Ironmongers Bradford Pet July 31 Ord July 31

WOODVINE, GEORGE, Warwickshire, Hairdresser Coventry Pet Aug 6 Ord Aug 6

Amended notice substituted for that published in the London Gazette of the 19th July:—

COGGAN, RICHMOND, Oldham, Lancs, Clothier Ashton under Lyne Pet July 9 Ord July 12

Amended notice substituted for that published in the London Gazette of Aug 2:—

CAKEBREAD, STEPHEN DAVID, Romford, Provision Merchant Chelmsford Pet June 24 Ord July 26

London Gazette.—TUESDAY, Aug. 13.

RECEIVING ORDERS.

ALLARDICE, ANDREW ROBINSON, Wigton, Horse Breaker Carlisle Pet Aug 9 Ord Aug 9

ASH, EDWARD, Clifton, Army Pensioner Preston Pet Aug 10 Ord Aug 10

BEARDSMORE, DAVID, the younger, Lower Gornal, Staffs Dudley Pet Aug 9 Ord Aug 9

BECK, ARTHUR, Ossett, Miner Dewsbury Pet Aug 8 Ord Aug 8

BENNETT, CHARLES, Weymouth, Superannuated P O Master Exeter Pet July 23 Ord Aug 8

BLACKWELL, JAMES, Clifton, Builder Bristol Pet Aug 8 Ord Aug 8

BOULTON, AUGUSTUS HENRY, Handsworth, Commission Agent Birmingham Pet Aug 9 Ord Aug 9

BROADBENT, THOMAS, Sheffield, Musical Instrument Dealer Sheffield Pet Aug 10 Ord Aug 10

CAMPBELL, WILLIAM, Barrow in Furness, Crane Driver Barrow in Furness Pet Aug 8 Ord Aug 8

CARR, JOHN WILLIAM, Cleator Moor, Cumberland, Hosier Whitehaven Pet Aug 9 Ord Aug 9

CHATTERTON, SAMUEL, Old Bolingbroke, Lincs, Miller Boston Pet Aug 8 Ord Aug 8

CRADDOCK, THOMAS, Langley, nr Oldbury, Worcs, Miner West Bromwich Pet Aug 8 Ord Aug 8

CRYSTOL, DAVID, Nantyglo, Mon, Clothier Tredegar Pet Aug 9 Ord Aug 9

DOWSON, TIRZA, Blackpool, Milliner Preston Pet Aug 9 Ord Aug 9

EAMES, WILLIAM, St Albans, Builder St Albans Pet Aug 8 Ord Aug 8

ELLWOOD, WILLIAM WHINNERAH, Warwick, nr Carlisle, Farmer Carlisle Pet Aug 10 Ord Aug 10

FERNLEY, JOHN HETHERINGTON, Furnival's inn, Holborn, Solicitor High Court Pet July 4 Ord Aug 1

FOLKES, JOHN, Swaffham Prior, Cambs, Farmer Cambridge Pet Aug 10 Ord Aug 10

FULLWOOD, BENJAMIN, Tickhill, Yorks, Farmer Sheffield Pet July 25 Ord Aug 8

GENN, EMILY, Grays, Essex, Tobacconist Rochester Pet Aug 10 Ord Aug 10

GOODAY, G O, Crowndale rd, St Pancras High Court Pet Aug 25 Pet Aug 9

GREETHAM, GEORGE ALFRED, Southsea, House Agent Portsmouth Pet Aug 9 Ord Aug 9

GUNNER, WILLIAM, Kingsbury Episcopi, nr Ilminster Carpenter Yeovil Pet Aug 9 Ord Aug 9

HAIGH, WILLIAM THOMAS, Bradford, Bobbin Maker Bradford Pet Aug 9 Ord Aug 9

HAMILTON, WILLIAM LOAT MURRAY, Shoreham, Sussex, Gent Brighton Pet Aug 10 Ord Aug 10

HOLT, FRED, Horton, Bradford, Journeyman Stuffpresser Bradford Pet Aug 9 Ord Aug 9

HUBBARD, PERCY ROYAL, Croydon, Builder Croydon Pet Aug 7 Ord Aug 7

JOHNSON, FRED, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Aug 9 Ord Aug 9

LANE, THOMAS, Leamington, Warwickshire, Solicitor's Clerk Warwick Pet Aug 8 Ord Aug 8

LARKIN, CHARLES EDWARD, St Leonard's on Sea, Dairyman Hastings Pet Aug 8 Ord Aug 8

LIVERSEED, WILLIAM, Durham, Farmer Stockton on Tees Pet July 25 Ord Aug 7

MACBETH, ALEXANDER ROBERT, Clapham, Commission Agent Wandsworth Pet Aug 8 Ord Aug 8

MEHEW, WILLIAM JAMES, Leeds, Travelling Auctioneer Leeds Pet Aug 7 Ord Aug 7

MORRIS, GEORGE, Bath, Carpenter Bath Pet Aug 8 Ord Aug 8

PARKER, JOSEPH WILLIAM, Liskeard, Wine Merchant Plymouth Pet Aug 8 Ord Aug 8

QUANCE, JOHN, Colyford, Devonshire, Farm Bailiff Exeter Pet Aug 9 Ord Aug 9

QUICK, LYDIA MARY ANN, Streatham, Widow Wandsworth Pet July 11 Ord Aug 8

RATCLIFFE, DANIEL, Wigan, Lancs, Licensed Victualler Wigan Pet July 27 Ord Aug 8

ROWLANDS, WILLIAM, Llangendeirne, Carmarthenshire, Farmer Carmarthen Pet Aug 7 Ord Aug 7

SHEARER, WILLIAM, Camberley, Surrey, Mineral Water Manufacturer Guildford Pet Aug 10 Ord Aug 10

SNELL, JAMES, Devonshire, Farmer Exeter Pet Aug 6 Ord Aug 7

SMITH, EDWARD, Birmingham, Fender Maker Birmingham Pet April 2 Ord Aug 9

SMITH, JOB, Birmingham, Auctioneer Birmingham Pet Aug 10 Ord Aug 10

SPENCER, JESSIE, Liverpool, Tobacconist Liverpool Pet Aug 7 Ord Aug 7

STOTT, BOOTH, DAVID STOTT, WILLIAM ELLIS STOTT, and JOHN EDWARD STOTT, Brighouse, Yorks, Cotton Spinners Halifax Pet July 27 Ord Aug 9

TAYLOR, J C, Newbound Teversall, nr Mansfield, Notts, Horse Dealer Nottingham Pet July 13 Ord July 31

TIBBETTS, FREDERIC ARTHUR, Cradley Heath, Staffs, Licensed Victualler Dudley Pet Aug 8 Ord Aug 8

TUCK, ALFRED JAMES, Northampton, Shoe Manufacturer Northampton Pet Aug 10 Ord Aug 10

URBAN, FRANZ JOSEF, Basinghall st, Importer High Court Pet July 29 Ord Aug 8

VALIQUET, RAYMOND P, Wood lane, Uxbridge rd High Court Pet July 9 Ord Aug 8

WAINWRIGHT, JOHN, Nottingham, Baker Nottingham Pet July 28 Ord Aug 9

WOOD, WILLIAM, and JOHN BICKLE, Stoke, Devonport, Builders Plymouth Pet Aug 8 Ord Aug 8

RECEIVING ORDER RESCINDED.

TONKIN, THOMAS HARVEY, Rosekestal, St Levan, Cornwall, Farmer Truro Rec Ord July 18 Resc Aug 3

FIRST MEETINGS.

ABRAM, JENNY ALICE, Kingston upon Hull, Dressmaker Aug 21 at 11 Off Rec, Trinity House lane, Hull

ATKINSON, GEORGE, Silecroft, Cumbrid, Beerhouse Keeper Aug 21 at 12.30 County Court House, Whitehaven

AUSTIN, JAMES, Barking rd, Timber Merchant Aug 23 at 11 Bankruptcy bldgs, Carey st

BECK, ARTHUR, Cosett, Yorks, Miner Aug 20 at 11 Off Rec, Bank chmbrs, Batley

BEDFORD, CHARLES HAROLD, Halifax, Watchmaker Aug 21 at 11 Off Rec, Townhall chmbrs, Halifax

BLACKWELL, JAMES, Clifton, Builder Aug 28 at 11.45 Off Rec, Bank chmbrs, Corn st, Bristol

BOSENCE, JOSEPH, Cornwall, Jeweller Aug 20 at 12.30 Off Rec, Boscawen st, Truro

BOWHILL, JAMES HENRY, Tunbridge Wells Aug 22 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

CARR, JOHN WILLIAM, Cleator Moor, Cumberland, Hosier Aug 21 at 1 County Court House, Whitehaven

COLEMAN, A, Mexfield rd, East Putney, Builder Aug 21 at 12 24, Railway app, London Bridge

COUSINS, WILLIAM WHITEHEAD, St Martin's ct Aug 23 at 12 Bankruptcy bldgs, Carey st

CRAMER, HENRY CHARLES, Brighton, Hosier Aug 20 at 2.30 Off Rev, 24, Railway app, London Bridge

CROWTHER, RAMSDEN, Brighouse, Butcher Aug. 21 at 10 Off Rec, Townhall chmbrs, Halifax

DARRINGTON, WALTER, Bedford, Plumber Aug 21 at 11.30 Off Rec, St Paul's sq, Bedford

FELLOWS, JAMES WILLIAM, Alexandra rd, Hemel Hempstead, Fishmonger Aug 22 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

FOWLER, HENRY, Chiswick, Decorator Aug 20 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

GOLDSBROUGH, ABRAHAM, Bradford, Herbalist Aug 21 at 11 Off Rec, 31, Manor row, Bradford

HARCOMBE, ROBERT ANDERSON, Liverpool, Oil Dealer Aug 23 at 1 Off Rec, 35, Victoria st, Liverpool

HATCHARD, HENRY MELVILLE, Leigh, Clerk Aug 20 at 12.15 Institute, Clarence rd, Southend, Essex

HICKMAN, RICHARD PRICE HOPKINS, Orltons, Rusper, nr Horsham, Gent Aug 20 at 3 Off Rec, 24, Railway app, London Bridge

HOPKINSON, JOHN FFARTHING, Northumberland avenue, Officer Aug 20 at 11 Bankruptcy bldgs, Carey st

HUGHES, DANIEL, Bootle, Lancs, Timber Merchant Aug 23 at 12 Off Rec, 35, Victoria st, Liverpool

JAMES, SIDNEY, Bristol, Commercial Traveller Aug 28 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

JORDAN, ROBERT, Stanton Hill, Notts, Fishmonger Aug 20 at 12 Off Rec, St Peter's Church walk, Nottingham

LAYTON, RICHARD, Bishops Frome, Farmer Aug 21 at 11.30 Off Rec, 45, Copenhagen st, Worcester

LIMEBEER, SAMUEL PAYNE, Landport, Corn Merchant Aug 21 at 3 Off Rec, Cambridge Junction, High st, Portsmouth

MAYES, JESSE, Sandy, Beerhouse Keeper Aug 21 at 12 Off Rec, St Paul's sq, Bedford

MORRIS, GEORGE, Bath, Carpenter Aug 28 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

ORCHARD, FREDERICK JAMES, Bristol, Butcher Aug 28 at 11.30 Off Rec, Bank chbrs, Corn st, Bristol

PARRY, EVAN, Rhayader, Radnorshire, Grocer Aug 20 at 1 Off Rec, Llanidloes

PEMBERTON, HOWARD PERTON, Wolverhampton, Commission Agent Aug 20 at 10 Off Rec, Wolverhampton

PRIOR, ARTHUR GEORGE, Bishop's Stortford, Coal Merchant Aug 20 at 12 Off Rec, 95, Temple chbrs, Temple avenue, EC

QUANCE, JOHN, Axmouth, Colyford, Devon, Farm Bailiff Aug 29 at 11 Off Rec, 13, Bedford circus, Exeter

RATCLIFFE, DANIEL, Wigan, Lancs, Licensed Victualler Aug 20 at 11 16, Wood st, Bolton

ROBERTS, LIONEL WORSLEY, Upper Bedford pl, WC, Gent Aug 21 at 12 Bankruptcy bldgs, Carey st

ROBINSON, CORNELIUS, Wicker, Sheffield, Auctioneer Aug 21 at 3 Off Rec, Figtree lane, Sheffield

ROWLANDS, WILLIAM, Llangendeirne, Carmarthen, Farmer Aug 21 at 2.30 Off Rec, 11, Quay st, Carmarthen

STABLES, EMILY BEATRICE, Russell rd, West Kensington, Boarding house Manageress Aug 20 at 12 Bankruptcy bldgs, Carey st

SUSMAN, JOSEF, Finchley rd, Leather Merchant Aug 28 at 12 Bankruptcy bldgs, Carey st

TEMPLETON, SAMUEL, Blackhill, Durham, Mercantile Clerk Aug 28 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

THORP, FREDERICK GEORGE, Birmingham Aug 22 at 12 23, Colmore row, Birmingham

TICE, WILLIAM, Westminster, Gas Engineer Aug 21 at 11 Bankruptcy bldgs, Carey st

TISLEY, JAMES, Berriew, Montgomeryshire, Chemist Aug 21 at 1 Off Rec, Llanidloes

TURNER, WILLIAM, Batley, Yorks, Joiner Aug 20 at 3 Off Rec, Bank chmbrs, Batley

WATSON, WALTER, Handsworth, Staffs, Lithographic Artist Aug 22 at 11 23, Colmore row, Birmingham

WALKEY, JOHN WILLIAM, Teignmouth, Cabinet Maker Aug 20 at 11 Off Rec, 13, Bedford circus, Exeter

WHITE, JOSEPH GEORGE, Emsworth, Hants, Builder Aug 21 at 3.30 Off Rec, Cambridge Junction, High street, Portsmouth

WOODVINE, GEORGE, Coton, nr Nuneaton, Hairdresser Aug 20 at 12 Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ALLARDICE, ANDREW ROBINSON, Wigton, Cumbrid, Horsebreaker Carlisle Pet Aug 9 Ord Aug 9

ASH, EDWARD, Clifton, Army Pensioner Preston Pet Aug 9 Ord Aug 10

AUSTIN, JAMES, Barking rd, Timber Merchant High Court Pet July 4 Ord Aug 10

BAKER, EDWIN THOMAS, Nottingham, Yarn Agent Nottingham Pet July 13 Ord Aug 9

BEARDSMORE, DAVID, jun, Lower Gornal, Staffs Dudley Pet Aug 8 Ord Aug 9

BLACKWELL, JAMES, Clifton, Builder Bristol Pet Aug 8 Ord Aug 8

BOULTON, AUGUSTUS HENRY, Handsworth, Staffs, Commission Agent Birmingham Pet Aug 9 Ord Aug 9

BROADBENT, THOMAS, Sheffield, Musical Instrument Dealer Sheffield Pet Aug 10 Ord Aug 10

BYRNE, JOSEPH, Wood Green, nr Wednesbury, Staffs, Licensed Victualler Walsall Pet July 23 Ord Aug 7

CHATTERTON, SAMUEL, Old Bolingbroke, Lincs, Miller Boston Pet Aug 7 Ord Aug 8

COTTON, CHARLES, Harrow rd, Pawnbroker High Court Pet July 17 Ord Aug 9

CRYSTOL, DAVID, Nantyglo, Mon, Clothier Tredegar Pet Aug 9 Ord Aug 9

DONNITHORNE, EDWARD GEORGE MOORE, Colne Lodge, Twickenham Brentford Pet Oct 17 Ord Aug 7

DOWSON, TIRZA, Blackpool, Milliner Preston Pet Aug 9 Ord Aug 9

ELLWOOD, WILLIAM WHINNERAH, Warwick, nr Carlisle, Farmer Carlisle Pet Aug 10 Ord Aug 10

FOLKES, JOHN, Swaffham Prior, Cambs, Farmer Cambridge Pet Aug 9 Ord Aug 10

GENN, EMILY, Grays, Essex, Tobacconist Rochester Pet Aug 10 Ord Aug 10

GODDARD, WILLIAM, Bexhill, Sussex High Court Pet June 24 Ord Aug 9

HAIGH, WILLIAM THOMAS, Bradford, Bobbin Maker Bradford Pet Aug 9 Ord Aug 9

HAMMERSLEY, EDWARD, and FREDERICK HAMMERSLEY, Nottingham, Timber Merchants Nottingham Pet July 5 Ord Aug 9

HARCOMBE, ROBERT ANDERSON, Liverpool, Colour Dealer Liverpool Pet July 31 Ord Aug 31

HASKETT, THOMAS BRIDEL, Halesowen, Worcs, Perambulator Manufacturer Stourbridge Pet July 29 Ord Aug 9

HILLIER, EDWARD, Meyrick rd, Clapham Junction, Builder Wandsworth Pet July 8 Ord Aug 8

HOLT, FRED, Horton, Bradford, Stuff-presser Bradford Pet Aug 9 Ord Aug 9

HOPKINSON, JOHN FFARTHING, Northumberland avenue, Officer High Court Pet July 10 Ord Aug 9

HUBBARD, PERCY ROYAL, Croydon, Builder Croydon Pet Aug 7 Ord Aug 7

HUGHES, DANIEL, Bootle, Timber Merchant Liverpool Pet July 22 Ord Aug 8

JOHNSON, FRED, Kingston upon Hull, Boot Dealer Kingston upon Hull Pet Aug 9 Ord Aug 9

MEATS, WILLIAM, Eastbourne, Contractor Eastbourne Pet July 15 Ord Aug 8

MEHEW, WILLIAM JAMES, Leeds, Travelling Auctioneer Leeds Pet Aug 7 Ord Aug 7

MORRIS, GEORGE, Bath, Carpenter Bath Pet Aug 8 Ord Aug 8

OLIVER, THOMAS FRANCIS, Putney, Manager of Works Taunton Pet Aug 2 Ord Aug 10

PARKER, JOSEPH WILLIAM, Liskeard, Wine Merchant Plymouth Pet Aug 8 Ord Aug 8

QUANCE, JOHN, Axmouth, Devon, Farm Bailiff Exeter Pet Aug 8 Ord Aug 9

SHEARER, WILLIAM, Camberley, Surrey, Mineral Water Manufacturer Guildford Pet Aug 10 Ord Aug 10

STREETS, EDGAR, Bexhill, Bookseller Hastings Pet July 25 Ord Aug 6

TIBBETTS, FREDERIC ARTHUR, Cradley Heath, Staffs, Licensed Victualler Dudley Pet Aug 8 Ord Aug 8

TRIPP, HENRY, Rickmansworth, Blacksmith St Alban's Pet July 17 Ord Aug 9

TUCK, ALFRED JAMES, Dallington, Northampton, Shoe Manufacturer Northampton Pet Aug 10 Ord Aug 10

URBAN, FRANZ JOSEF RUDOLF, Basinghall st, Importer High Court Pet July 29 Ord Aug 9

VULLIAMY, HENRY, Shepherd's Bush, Architect High Court Pet May 7 Ord Aug 8

WHITE, HENRY LEE, Stockley, Bucks, Draper Luton Pet July 12 Ord Aug 8

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